

# **EXHIBIT “P-37”**

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USDC, ED of PA  
No. 2:22-CV-0688 (JMY)

American Environmental Ent. v. Manfred Sternberg, Esq., et al.  
Deposition of Manfred Sternberg, Esq.

Wednesday  
February 7, 2024

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<p style="text-align: right;">Page 10</p> <p>1 Q. Good morning, Mr. Sternberg. My name is</p> <p>2 Gary Lightman of the law firm of Lightman &amp;</p> <p>3 Manochi. I represent the plaintiff in the case</p> <p>4 American Environmental trading as The SAFETY HOUSE.</p> <p>5 I'm going to ask you a series of</p> <p>6 questions today. Make sure you understand my</p> <p>7 questions. If you don't, let me know and I'll do</p> <p>8 whatever is necessary to make my questions clearer.</p> <p>9 When you answer, please verbalize your</p> <p>10 answer so that the court reporter, sitting between</p> <p>11 us, can transcribe what you're saying. Don't nod</p> <p>12 your head.</p> <p>13 Please answer each question as fully</p> <p>14 and accurately and truthfully as possible but</p> <p>15 please don't guess.</p> <p>16 If you don't remember the answer or</p> <p>17 don't recall the answer, don't know the answer,</p> <p>18 they're perfectly acceptable responses except, of</p> <p>19 course, if you do know or do remember.</p> <p>20 Are my instructions clear so far?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. Okay. Are you suffering from any physical</p> <p>23 or mental disability or under any drugs, alcohol or</p> <p>24 other medications that would affect your ability to</p>	<p style="text-align: right;">Page 12</p> <p>1 <b>A. I understand what you said.</b></p> <p>2 Q. You're represented here by counsel.</p> <p>3 Correct?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. You're here today answering questions both</p> <p>6 in your capacity as an individual defendant and as</p> <p>7 the designated representative for Sternberg &amp;</p> <p>8 Associates, PC. Correct?</p> <p>9 <b>A. Manfred Sternberg &amp; Associates, PC.</b></p> <p>10 Q. And both of those defendants are represented</p> <p>11 by Seth Laver, your attorney sitting to your left.</p> <p>12 Is that correct?</p> <p>13 <b>A. That's correct.</b></p> <p>14 Q. Have you ever deposed anyone before?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. How many times?</p> <p>17 <b>A. I would have to guess.</b></p> <p>18 Q. More than 100?</p> <p>19 <b>A. (No response.)</b></p> <p>20 Q. More than 50?</p> <p>21 <b>A. Probably more than 50.</b></p> <p>22 Q. Have you ever been deposed before?</p> <p>23 <b>A. I have.</b></p> <p>24 Q. How many times?</p>
<p style="text-align: right;">Page 11</p> <p>1 think logically and clearly and recall past events?</p> <p>2 <b>A. No.</b></p> <p>3 Q. So if I ask you a question and you give me</p> <p>4 an answer, I'm going to assume, first, that you</p> <p>5 understood my question and, second, are answering</p> <p>6 it fully, completely, truthfully and in accordance</p> <p>7 with these instructions. Okay?</p> <p>8 <b>A. Yes.</b></p> <p>9 Q. You have the right, as every deponent does,</p> <p>10 to invoke the Fifth Amendment privilege against</p> <p>11 self-incrimination.</p> <p>12 While that may have some protection in</p> <p>13 criminal cases, in a civil case if you invoke the</p> <p>14 Fifth Amendment in response to a question, the</p> <p>15 Court can draw an adverse inference from your</p> <p>16 refusal to answer the question on the basis of the</p> <p>17 Fifth Amendment.</p> <p>18 In other words, if I say to you did</p> <p>19 you drink that -- isn't it true that you drank that</p> <p>20 bottle of water sitting in front of you and you</p> <p>21 invoke the Fifth, I can request and the Court</p> <p>22 probably would draw an adverse inference that you</p> <p>23 did, in fact, drink the water.</p> <p>24 Do you understand that?</p>	<p style="text-align: right;">Page 13</p> <p>1 <b>A. Two or three times.</b></p> <p>2 Q. Okay. During the course of this case the</p> <p>3 plaintiff served Interrogatories and document</p> <p>4 requests on you.</p> <p>5 You're aware of that. Correct?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. You reviewed and filed responses to the</p> <p>8 document requests. Correct?</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. Have you produced all non-privileged</p> <p>11 documents other than the ones you redacted -- the</p> <p>12 information redacted and the ones you withheld in</p> <p>13 response to the document requests?</p> <p>14 <b>A. I believe we have.</b></p> <p>15 <b>MR. LIGHTMAN:</b> Can we have this marked</p> <p>16 as Sternberg 1, please.</p> <p>17 (Exhibit Sternberg 1 was marked for</p> <p>18 identification.)</p> <p>19 <b>BY MR. LIGHTMAN:</b></p> <p>20 Q. I've handed you a copy of the Second Amended</p> <p>21 Deposition Notice which schedules your deposition</p> <p>22 for today other than the change in location where</p> <p>23 we're at now.</p> <p>24 That was sent to you?</p>

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<p style="text-align: right;">Page 14</p> <p>1 <b>A. I believe, if this is the same copy --</b>  2 Q. Yes.  3 <b>A. -- that my lawyer sent to me, yes.</b>  4 Q. Okay. And it asks you -- where are the  5 documents requested in that deposition notice?  6 <b>A. You'd have to point it out to me.</b>  7 Q. I will do that right now.  8 If you look at the deposition notice  9 beginning on page -- well, first, beginning on page  10 2 it says, "The matters to be inquired into as  11 respects Sternberg PC include the following:" and  12 then there's a list of categories that run through  13 page 8. And then there's 1 through 45 and then  14 there's categories A through L.  15 Do you see that?  16 <b>A. On the bottom of page 9?</b>  17 Q. Yes -- no, no, at the bottom of page 8 to  18 the top of page 9.  19 And then it asks you to designate but  20 you've already agreed that you're the designated  21 representative.  22 And then underneath the 30(b)(6)  23 paragraph it says, "Take further notice that,  24 pursuant to Rules 30(b)(2) and 34 of the Federal</p>	<p style="text-align: right;">Page 16</p> <p>1 you today in response to the Second Amended  2 Deposition Notice?  3 <b>A. No.</b>  4 Q. Okay. One more thing I forgot to say.  5 From time to time your attorney may  6 interpose an objection. Wait until he's finished  7 creating the record and unless he instructs you not  8 to answer the question, after he makes his  9 objection, regardless of whether I respond to it --  10 most of the time I won't respond to it if he's just  11 creating a record and I reserve all my rights but  12 unless he instructs you not to answer, answer the  13 question.  14 Who is your client as respects to the  15 transaction involving The SAFETY HOUSE?  16 <b>A. Charlton Holdings.</b>  17 Q. Charlton Holdings, LLC?  18 <b>A. Yes.</b>  19 Q. And that is an LLC controlled by Sam Gross?  20 <b>A. I believe so.</b>  21 Q. Okay. Where is the retainer agreement? Do  22 you have a retainer agreement between you and CHG?  23 <b>A. I think we have a Fee Agreement, yes.</b>  24 Q. Where is that retainer agreement?</p>
<p style="text-align: right;">Page 15</p> <p>1 Rules of Civil Procedure, each of the Sternberg  2 Defendant deponents are instructed to bring with  3 them to their deposition:" and it lists one, two,  4 three, four categories of documents.  5 Do you see that at the bottom of page  6 9 and the top of page 10 of your amended deposition  7 notice?  8 <b>A. Yes.</b>  9 Q. Where are those documents? Do you have them  10 with you?  11 <b>A. I thought we had produced all the documents</b>  12 <b>in discovery.</b>  13 Q. Regardless of whether you produced documents  14 in discovery, the deposition notice instructs you  15 to bring documents to the deposition today.  16 Isn't it true that you have failed to  17 produce any documents today?  18 <b>MR. LAVER:</b> Objection to form.  19 You can go ahead and answer.  20 <b>THE WITNESS:</b> That's not true.  21 <b>BY MR. LIGHTMAN:</b>  22 Q. Do you have documents with you today?  23 <b>A. You've already been given the documents.</b>  24 Q. My question is do you have documents with</p>	<p style="text-align: right;">Page 17</p> <p>1 <b>A. I think it's been produced.</b>  2 Q. No, it hasn't.  3 <b>MR. LIGHTMAN:</b> And I request that you  4 produce that retainer agreement.  5 <b>MR. LAVER:</b> I'll just note that if you  6 have any request for documents, just follow up with  7 me and we'll be sure to provide them.  8 <b>MR. LIGHTMAN:</b> I will request on the  9 record and that will be the request for production,  10 but I will obviously follow up with an email to you  11 as well. But I think that was requested within the  12 scope of the documents.  13 <b>BY MR. LIGHTMAN:</b>  14 Q. What does your retainer agreement provide?  15 <b>A. It provides that my law firm is engaged by</b>  16 <b>the client to provide legal services on an hourly</b>  17 <b>basis.</b>  18 Q. And what's the hourly rate you're billing  19 him at?  20 <b>A. I'd have to look at the Fee Agreement.</b>  21 Q. I'm handing you a piece of paper and a pen.  22 Could you write your Social Security number on that  23 piece of paper, please.  24 <b>A. I mean, I can.</b></p>

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<p style="text-align: right;">Page 18</p> <p>1 Q. Please do. I don't want to put it on the 2 record but please write your Social Security number 3 on that. 4 <b>A. (Witness complies.)</b> 5 <b>MR. LIGHTMAN:</b> Please mark this as 6 Sternberg 2. 7 (Exhibit Sternberg 2 was marked for 8 identification.) 9 <b>BY MR. LIGHTMAN:</b> 10 Q. The first number, that's a 4? 11 <b>A. Yes, sir.</b> 12 Q. Okay. Is Sam Gross your client? 13 <b>A. Sam Gross was the -- I believe the manager</b> 14 <b>of that LLC.</b> 15 Q. You said that Charlton, CHG -- I'll refer to 16 them as Charlton or CHG. 17 You said that Charlton or CHG was your 18 client. Was Sam Gross also your client in 19 connection with this dispute? 20 <b>A. Not in connection with this dispute, no.</b> 21 Q. So in connection with any of the sales of 22 iCovid Test Kits to VRC, Hand Safety, The SAFETY 23 HOUSE, he was not your client. It was only CHG. 24 Correct?</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. Who is Taylor, to your knowledge? 2 <b>A. To the best of my knowledge, that's Sam</b> 3 <b>Gross' stepdaughter.</b> 4 Q. How about Stacey Panagakos? Did you ever 5 represent her? 6 <b>A. No.</b> 7 Q. Who is Stacey? 8 <b>A. To the best of my knowledge, that's his</b> 9 <b>wife, Sam Gross' wife.</b> 10 Q. Do you represent Max Sternberg in connection 11 with the dispute that's the subject matter of this 12 action? 13 <b>A. Max Sternberg has nothing to do with any of</b> 14 <b>this. He's my son.</b> 15 Q. So your testimony sworn under oath today is 16 that Max Sternberg had nothing to do at all with 17 any of the matters involved in this lawsuit? 18 <b>A. Other than he's my son and he's a lawyer and</b> 19 <b>I was -- I talk to him about most everything.</b> 20 Q. But you talked to him as your son. Right? 21 Is he a lawyer involved in your representation of 22 CHG? 23 <b>A. No.</b> 24 Q. Okay. Is he either individually, as your</p>
<p style="text-align: right;">Page 19</p> <p>1 THE WITNESS: Yes. 2 <b>MR. SCULLY:</b> A separate retainer. 3 <b>BY MR. LIGHTMAN:</b> 4 Q. Correct? Did you represent Sam Gross 5 individually in other matters? 6 <b>A. I don't believe so.</b> 7 Q. So to your knowledge, sitting here today, 8 your testimony is you never represented Sam Gross 9 individually. Correct? 10 <b>A. I wouldn't say never but not...</b> 11 Q. As far as you can recollect. 12 <b>A. Well, not in regards to all of this, no.</b> 13 Q. How about Gary Weiss? Is he your client? 14 <b>A. Certainly not.</b> 15 Q. Has he ever been? 16 <b>A. No.</b> 17 Q. How about ASolar, LLC or ASolarDiamond, LLC? 18 Have either one of those ever been your client? 19 <b>A. No.</b> 20 Q. Do you represent Taylor Panagakos, 21 P-a-n-a-g-a-k-o-s? 22 <b>A. No.</b> 23 Q. Have you ever represented her? 24 <b>A. No.</b></p>	<p style="text-align: right;">Page 21</p> <p>1 son or as a lawyer, involved in any of the matters 2 in this dispute? 3 <b>A. No.</b> 4 Q. Okay. Was he involved at all in the 5 decision to get collateral from Gary Weiss or 6 ASolar at any time? 7 <b>A. No.</b> 8 Q. How about Molly Sternberg? Do you represent 9 Molly Sternberg? 10 <b>A. That's my wife.</b> 11 Q. And does she have any involvement at all in 12 any of the subject matters of this dispute? 13 <b>A. When you say involvement, do I talk to them</b> 14 <b>about it at the dinner table? Probably.</b> 15 Q. Other than talking, do they have any 16 official involvement in any of the matters in this? 17 <b>A. Neither one has any official involvement in</b> 18 <b>any of the matters that this lawsuit is about.</b> 19 <b>MR. LIGHTMAN:</b> Can we have this marked 20 as Deposition Exhibit 3, please. 21 (Exhibit Sternberg 3 was marked for 22 identification.) 23 <b>MR. HEALEY:</b> Gary, you said this was 24 3?</p>

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February 7, 2024

<p style="text-align: right;">Page 22</p> <p>1 <b>MR. LIGHTMAN:</b> 3.</p> <p>2 <b>MR. HEALEY:</b> What was 2?</p> <p>3 <b>MR. LIGHTMAN:</b> Two was the yellow</p> <p>4 piece of paper on which --</p> <p>5 <b>MR. HEALEY:</b> Oh, the Social Security</p> <p>6 number. Okay.</p> <p>7 <b>BY MR. LIGHTMAN:</b></p> <p>8 Q. Mr. Sternberg, I'll represent to you that</p> <p>9 Deposition Exhibit Sternberg 3 is a true and</p> <p>10 correct copy of the First Amended Complaint filed</p> <p>11 by American Environmental Enterprises, Inc., doing</p> <p>12 business as The SAFETY HOUSE, against you and your</p> <p>13 law firm; Charlton Holdings Group; Sam Gross; Gary</p> <p>14 Weiss; ASolar, LLC, which later was amended to</p> <p>15 ASolarDiamond, LLC; Daphna Zekaria and Sokolski &amp;</p> <p>16 Zekaria, P.C.</p> <p>17 You've seen this before. Correct?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. By the way, have you ever represented Daphna</p> <p>20 Zekaria or her law firm in connection with any of</p> <p>21 the matters in this dispute?</p> <p>22 <b>A. No.</b></p> <p>23 Q. You've read through this First Amended</p> <p>24 Complaint. Correct?</p>	<p style="text-align: right;">Page 24</p> <p>1 <b>MR. LAVER:</b> Look at the next page.</p> <p>2 Is this something you put together or</p> <p>3 is this something that was printed --</p> <p>4 <b>MR. LIGHTMAN:</b> No. That's a good</p> <p>5 question. This was in my file and I have the other</p> <p>6 exhibit. So I apologize for that and I will look</p> <p>7 into that and correct it.</p> <p>8 But I assure you that one was a copy</p> <p>9 of the SPA. I will check that out. Thank you for</p> <p>10 pointing that out.</p> <p>11 <b>BY MR. LIGHTMAN:</b></p> <p>12 Q. Both in the initial Complaint and in the</p> <p>13 First Amended Complaint the document, the SPA --</p> <p>14 when I say SPA, that's the Sales and Purchase</p> <p>15 Agreement. Okay?</p> <p>16 <b>A. Yes.</b></p> <p>17 Q. The SPA that was attached as an exhibit was</p> <p>18 unsigned. Correct?</p> <p>19 <b>A. I believe so.</b></p> <p>20 Q. Isn't it true that The SAFETY HOUSE was</p> <p>21 never supplied with a copy of the fully-executed</p> <p>22 SPA until after the First Amended Complaint was</p> <p>23 filed?</p> <p>24 <b>A. I have no idea.</b></p>
<p style="text-align: right;">Page 23</p> <p>1 <b>A. In the past, yes.</b></p> <p>2 Q. And when the initial Complaint was filed,</p> <p>3 the document that was attached to the initial</p> <p>4 Complaint and that was attached to this as Exhibit</p> <p>5 A is an unsigned copy of the SPA, correct, if you</p> <p>6 look at Exhibit A?</p> <p>7 <b>A. Yes.</b></p> <p>8 <b>MR. LAVER:</b> Pardon me. Why does</p> <p>9 Exhibit 1 not have the ticker on the top</p> <p>10 identifying that it's been part of the filed</p> <p>11 document?</p> <p>12 <b>MR. LIGHTMAN:</b> Where are you referring</p> <p>13 to? What portion?</p> <p>14 <b>MR. LAVER:</b> Bear with me. If you look</p> <p>15 at the first page, it says page 1 of 29.</p> <p>16 <b>MR. LIGHTMAN:</b> Right.</p> <p>17 <b>MR. LAVER:</b> And it includes the docket</p> <p>18 number to establish that it was filed of record.</p> <p>19 However, if you flip through Exhibit</p> <p>20 1, it's unnumbered and it doesn't include that</p> <p>21 ticker, which suggests to me that this is not the</p> <p>22 complete copy of what was filed of record.</p> <p>23 <b>MR. LIGHTMAN:</b> It does on the top of</p> <p>24 this.</p>	<p style="text-align: right;">Page 25</p> <p>1 Q. Isn't it true that the SPA was not signed</p> <p>2 until at least after March 24, 2022?</p> <p>3 <b>A. I don't believe that's true.</b></p> <p>4 Q. Why do you say that?</p> <p>5 <b>A. Because SAFETY HOUSE wired money.</b></p> <p>6 Q. In February. Right?</p> <p>7 <b>A. Yeah. I believe they had a signed --</b></p> <p>8 Q. Did you have a --</p> <p>9 <b>A. May I finish answering? Can you ask the</b></p> <p>10 <b>question again?</b></p> <p>11 Q. Yes, my apologies.</p> <p>12 Why do you believe that the SPA was</p> <p>13 signed before March 24, 2022?</p> <p>14 <b>A. Because that is what gave me the</b></p> <p>15 <b>instructions on what to do.</b></p> <p>16 Q. So is it your sworn testimony that you had a</p> <p>17 copy of the fully signed SPA before March 24th?</p> <p>18 <b>A. I don't remember the date but I have a fully</b></p> <p>19 <b>signed copy.</b></p> <p>20 Q. I know you have it now.</p> <p>21 Did you have a fully signed copy of</p> <p>22 the SPA in February when you made the four wire</p> <p>23 transfers to Gary Weiss and Daphna Zekaria?</p> <p>24 <b>A. I suspect I did.</b></p>

7 (Pages 22 to 25)



<p style="text-align: right;">Page 26</p> <p>1           <b>MR. LAVER:</b> Gary, do you intend to</p> <p>2 mark as Exhibit 3 a copy of the Complaint as well</p> <p>3 as a copy of your deposition outline?</p> <p>4           <b>MR. LIGHTMAN:</b> Oh, let me see it.</p> <p>5 Okay. We can go off the record for that.</p> <p>6           (Discussion off the record.)</p> <p>7           <b>MR. LIGHTMAN:</b> Since it appears the</p> <p>8 one that was marked is incomplete, I'm going to</p> <p>9 take this deposition sticker 3 off and put it on</p> <p>10 the actual full copy of it. And, again, that has</p> <p>11 headers missing and I will check into that.</p> <p>12 I'd like to please mark this as</p> <p>13 Deposition Exhibit Sternberg 4.</p> <p>14           (Exhibit Sternberg 4 was marked for</p> <p>15 identification.)</p> <p>16 BY MR. LIGHTMAN:</p> <p>17 Q. Do you recognize this, Mr. Sternberg, as the</p> <p>18 copy of the fully signed SPA with exhibits?</p> <p>19 A. Yes.</p> <p>20 Q. And if you look at the top of the second</p> <p>21 page of this, it says, "Document 13-4 Filed</p> <p>22 04/01/22 Page 2 of 10."</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 28</p> <p>1 BY MR. LIGHTMAN:</p> <p>2 Q. Deposition Exhibit Sternberg 5 is an email</p> <p>3 from you, Subject: TheSafetyHouse v. Manfred</p> <p>4 Sternberg, dated Thursday, March 24 from you to</p> <p>5 Sam. Correct?</p> <p>6 A. Correct.</p> <p>7 Q. It says there are nine attachments to this.</p> <p>8 Correct?</p> <p>9 A. Yes.</p> <p>10 Q. For the record at the bottom left this also</p> <p>11 shows Sternberg document number 132. Correct?</p> <p>12 A. Correct.</p> <p>13 Q. I will represent to you that none of the</p> <p>14 nine attachments have been included in the</p> <p>15 Sternberg document production.</p> <p>16 Can you tell me why?</p> <p>17 A. I believe my signature block has some</p> <p>18 pictures or images like a phone, a fax, Board</p> <p>19 certified, pro bono and one other, maybe, but</p> <p>20 whatever those are --</p> <p>21 Q. So that's --</p> <p>22 A. If I can finish. Okay.</p> <p>23 Q. Will you check?</p> <p>24 A. I'm not allowed to finish?</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. I will represent to you that Document 13 is</p> <p>2 a copy of the Motion To Dismiss that the defendants</p> <p>3 filed in response to the initial Complaint.</p> <p>4           <b>MR. LAVER:</b> Is there a reason that</p> <p>5 pages 6 and 7 are missing?</p> <p>6           <b>MR. LIGHTMAN:</b> This is the way -- I'll</p> <p>7 check but this is the way it came off of the --</p> <p>8           <b>MR. LAVER:</b> That's impossible.</p> <p>9           <b>MR. LIGHTMAN:</b> Hold on a second.</p> <p>10           <b>MR. LAVER:</b> We can go off the record.</p> <p>11           (Discussion off the record.)</p> <p>12           <b>MR. LIGHTMAN:</b> Since 6 and 7 are</p> <p>13 missing from some copies of this, I've taken</p> <p>14 Exhibit 4 and put it on a copy that has all the</p> <p>15 pages.</p> <p>16 BY MR. LIGHTMAN:</p> <p>17 Q. Do you recognize that as a true and correct</p> <p>18 copy of the SPA that is actually signed?</p> <p>19 A. It appears to be.</p> <p>20           <b>MR. LIGHTMAN:</b> Can we mark this as</p> <p>21 Deposition Exhibit 5, Sternberg 5, please.</p> <p>22           (Exhibit Sternberg 5 was marked for</p> <p>23 identification.)</p> <p>24           (Witness reviews exhibit.)</p>	<p style="text-align: right;">Page 29</p> <p>1 Q. I'm sorry. Go ahead. You believe it has</p> <p>2 images. Please finish your answer.</p> <p>3 A. I believe those were images that when it's</p> <p>4 either sent or comes back, I get those images often</p> <p>5 and all they are is pictures of logos.</p> <p>6           <b>MR. LAVER:</b> My signature does the same</p> <p>7 thing.</p> <p>8           <b>MR. LIGHTMAN:</b> I would request that</p> <p>9 you check the original of this and if there are any</p> <p>10 attachments that aren't what you just said that</p> <p>11 pertain to this lawsuit or other than images on a</p> <p>12 signature, that you produce those. Okay?</p> <p>13           <b>MR. LAVER:</b> We understand.</p> <p>14           <b>MR. LIGHTMAN:</b> Thank you.</p> <p>15 BY MR. LIGHTMAN:</p> <p>16 Q. The first paragraph of this, on March 24</p> <p>17 you're writing to Sam, quote, "Send me the fully</p> <p>18 executed agreement with Safety House."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. So as of March 24 you did not have in your</p> <p>22 possession a copy of the fully signed agreement</p> <p>23 executed with The SAFETY HOUSE. Correct?</p> <p>24 A. I did not have Sam's signature, correct.</p>

8 (Pages 26 to 29)

<p style="text-align: right;">Page 30</p> <p>1 Q. So you just testified less than five minutes 2 ago that you had a fully signed agreement before 3 you made the wire transfers in February. 4 Why did you give false testimony? 5 <b>MR. LAVER:</b> Objection to form. 6 <b>THE WITNESS:</b> I didn't give false 7 testimony. 8 <b>BY MR. LIGHTMAN:</b> 9 Q. Explain that answer. 10 <b>A. Because you asked me if I recalled and I</b> 11 <b>said -- I explained what I explained. The record</b> 12 <b>will speak for itself.</b> 13 <b>But I will tell you that I had an</b> 14 <b>executed copy of it from SAFETY HOUSE, that SAFETY</b> 15 <b>HOUSE had signed it, and my client told me that he</b> 16 <b>signed it. So I imagined he signed it.</b> 17 <b>But what I really needed was to have</b> 18 <b>SAFETY HOUSE's signature because they were a third</b> 19 <b>party, not my client.</b> 20 Q. So you made four wire transfers totaling 21 about \$2.5 million in February before you had in 22 your possession a fully executed copy of the 23 agreement. Correct? 24 <b>A. I had a copy that had Mr. Scully's signature</b></p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Why were you saying that to Sam? 2 <b>A. Because I was following up on getting fully</b> 3 <b>executed contracts.</b> 4 Q. Sam had told you, quote-unquote, promised 5 you shit but he didn't deliver. Correct? 6 <b>A. Yes.</b> 7 Q. And that's why you were writing that to him. 8 Right? 9 <b>A. Yes.</b> 10 Q. Then you write in the next paragraph, quote, 11 "The GIA is now a problem." Right? 12 <b>A. Yes.</b> 13 Q. What's the GIA? 14 <b>A. I believe that's some sort of gemologist</b> 15 <b>type of certification.</b> 16 Q. Okay. And why do you say it's a problem? 17 <b>A. I can only assume that it's because he told</b> 18 <b>me there was a GIA on a diamond that he sold to</b> 19 <b>someone and I wanted to see the GIA.</b> 20 Q. And the GIA was for one of the diamonds that 21 Gary Weiss had delivered to you or him or both? 22 <b>A. I don't believe so. I believe it was a</b> 23 <b>different diamond that he sold to an attorney.</b> 24 Q. Do you remember the attorney he sold it to?</p>
<p style="text-align: right;">Page 31</p> <p>1 <b>on it, I believe.</b> 2 Q. My question was so you made four wire 3 transfers from your attorney escrow account in 4 February totaling about \$2.5 million before you had 5 a fully executed copy of the Sales and Purchase 6 Agreement in your possession. Correct? 7 <b>A. Before I had my client's signature, correct.</b> 8 Q. And you write in here, "I also need the 9 fully executed contract with Keech's company Little 10 Cloud. 11 What is that all about? 12 <b>A. I imagine that there was another contract</b> 13 <b>where I had the third party's signature but not my</b> 14 <b>client's.</b> 15 Q. And that would be Little Cloud. Right? 16 <b>A. I assume that's correct.</b> 17 Q. Then you write, "I am tired of asking for 18 things more than once. I have other things to do 19 instead of chasing down shit that people promise me 20 but don't deliver." 21 Do you see that? 22 <b>A. Yes.</b> 23 Q. What do you mean by that? 24 <b>A. Exactly what I said.</b></p>	<p style="text-align: right;">Page 33</p> <p>1 <b>A. I only know his first name is Blake. He was</b> 2 <b>getting engaged.</b> 3 Q. And why were you involved in that? 4 <b>A. Because Blake was getting engaged and</b> 5 <b>through my son asked me if I knew anybody that</b> 6 <b>could get him a diamond.</b> 7 <b>And both Sam and Gary were from the</b> 8 <b>diamond industry and they always said they could</b> 9 <b>get me diamonds. And so I said, call Sam.</b> 10 Q. Was Charlton in the diamond industry? 11 <b>A. I don't know what their experience was in</b> 12 <b>the diamond industry, but Sam certainly represented</b> 13 <b>to me that he had a lot of experience in the</b> 14 <b>diamond industry.</b> 15 Q. He also was convicted of a felony involving 16 embezzlement of diamonds. Correct? 17 <b>A. I don't know that.</b> 18 Q. You've never heard that or... 19 <b>A. I've heard that but I don't know that.</b> 20 Q. You don't have any independent knowledge of 21 that but that's something you came to learn about 22 Sam? 23 <b>A. People told me that, yes.</b> 24 Q. Okay. And, to your knowledge, did Charlton</p>

<p style="text-align: right;">Page 34</p> <p>1 engage in the diamond business in any way?</p> <p>2 <b>A. I have no idea.</b></p> <p>3 Q. To your knowledge, what business did</p> <p>4 Charlton engage in?</p> <p>5 <b>A. My understanding was that they were in the</b></p> <p>6 <b>PPE, personal protection equipment, business.</b></p> <p>7 Q. And in your memo, Sternberg 132, the one you</p> <p>8 wrote -- emailed to Sam, in your email to Sam of</p> <p>9 March 24, after you write, "The GIA is now a</p> <p>10 problem," you write in capitals, "I WANT IT" with</p> <p>11 five exclamation points. Correct?</p> <p>12 <b>A. Six exclamation points.</b></p> <p>13 Q. Six. You had been asking for it and Sam has</p> <p>14 been promising you but not delivering, stuff like</p> <p>15 that. Right?</p> <p>16 <b>A. Correct.</b></p> <p>17 Q. Then you write, "Stop wasting my time on</p> <p>18 bullshit things like this. How fucking hard can</p> <p>19 this be?"</p> <p>20 <b>MR. LIGHTMAN:</b> Excuse my language,</p> <p>21 Ms. Court Reporter.</p> <p>22 <b>BY MR. LIGHTMAN:</b></p> <p>23 Q. "Your 30 minutes I'll get it today was</p> <p>24 bullshit. Your after dinner today I'm calling you</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Then you write, "I am tired of being the</p> <p>2 only one that runs like a clock."</p> <p>3 What does that mean?</p> <p>4 <b>A. I meet my obligations.</b></p> <p>5 Q. And they don't. Right?</p> <p>6 <b>A. (No response.)</b></p> <p>7 Q. Then you ended, "I also want an accounting</p> <p>8 of all the BOLs have been shipped."</p> <p>9 Do you see that?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. BOLs is Bills of Lading?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. Did Sam ever give you an accounting of all</p> <p>14 the BOLs that had been shipped?</p> <p>15 <b>A. I think he gave me an accounting but maybe</b></p> <p>16 <b>not of all of them.</b></p> <p>17 Q. Okay. Why didn't you produce that?</p> <p>18 <b>A. I don't know.</b></p> <p>19 <b>MR. LIGHTMAN:</b> I'll make a request</p> <p>20 that you produce the accounting that you testified</p> <p>21 just now that Sam gave you.</p> <p>22 <b>THE WITNESS:</b> I think those BOLs have</p> <p>23 been produced. No?</p> <p>24 <b>BY MR. LIGHTMAN:</b></p>
<p style="text-align: right;">Page 35</p> <p>1 was bullshit. We are getting wires today was</p> <p>2 bullshit. Don't bullshit me.</p> <p>3 "I have defended you all day and this</p> <p>4 is the respect I am given? My list of shit needs</p> <p>5 to get done tomorrow or I shut down the only way I</p> <p>6 know how to get" -- "the only way I know to get</p> <p>7 what I need done, done. I am tired of being</p> <p>8 bullshited."</p> <p>9 Do you see that?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. What do you mean by that?</p> <p>12 <b>A. Exactly what I said.</b></p> <p>13 Q. Has Sam been promising you things or to do</p> <p>14 things or to deliver things to you that he hasn't</p> <p>15 been coming through on?</p> <p>16 <b>A. Apparently so.</b></p> <p>17 Q. And then you write, "Gary is part of that."</p> <p>18 Right?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. What do you mean by that?</p> <p>21 <b>A. Gary promised a lot of things as well to Sam</b></p> <p>22 <b>and also directly to me.</b></p> <p>23 Q. And he never came through on that?</p> <p>24 <b>A. No.</b></p>	<p style="text-align: right;">Page 37</p> <p>1 Q. The BOLs but you said, I want an accounting.</p> <p>2 You said Sam gave me an accounting for some of the</p> <p>3 BOLs.</p> <p>4 <b>A. I think it's the BOLs themselves. I don't</b></p> <p>5 <b>think he knows how to use a spreadsheet.</b></p> <p>6 Q. So when you just said, Sam gave me an</p> <p>7 accounting, you weren't telling the truth?</p> <p>8 <b>MR. LAVER:</b> Objection to form.</p> <p>9 <b>THE WITNESS:</b> No, that's not true.</p> <p>10 That's not true.</p> <p>11 <b>BY MR. LIGHTMAN:</b></p> <p>12 Q. The accounting you just referred to is</p> <p>13 actually copies of the BOLs?</p> <p>14 <b>A. That's an accounting.</b></p> <p>15 Q. Besides the BOLs -- you only gave us BOLs</p> <p>16 involving alleged shipments of product to The</p> <p>17 SAFETY HOUSE. Correct?</p> <p>18 <b>A. I don't know.</b></p> <p>19 Q. Well, check your records. I will represent</p> <p>20 to you that you only gave me four Bills of Lading</p> <p>21 or alleged documents you claim were Bills of Lading</p> <p>22 that were purported to be to The SAFETY HOUSE.</p> <p>23 There were other alleged BOLs</p> <p>24 involving shipment of product to VRC. Correct?</p>

10 (Pages 34 to 37)

USDC, ED of PA  
No. 2:22-CV-0688 (JMY)

American Environmental Ent. v. Manfred Sternberg, Esq., et al.  
Deposition of Manfred Sternberg, Esq.

Wednesday  
February 7, 2024

<p style="text-align: right;">Page 38</p> <p>1 <b>A. I don't know.</b></p> <p>2 Q. You don't know whether product was shipped</p> <p>3 to VRC?</p> <p>4 <b>A. I was told it was shipped to VRC.</b></p> <p>5 Q. So if you were told it was shipped to VRC,</p> <p>6 there would have had to have been a BOL involved in</p> <p>7 that. Correct?</p> <p>8 <b>A. There should have been, yes.</b></p> <p>9 Q. How about Hand Safety? Was there product</p> <p>10 delivered to Hand Safety?</p> <p>11 <b>A. I don't know.</b></p> <p>12 Q. How but Uyba County School District?</p> <p>13 <b>A. I don't believe so.</b></p> <p>14 Q. You don't believe product was shipped to</p> <p>15 Uyba County. How about El Monte School District?</p> <p>16 <b>A. I don't know those names.</b></p> <p>17 Q. You don't know those names. How about</p> <p>18 Nation Wide Medical Supplies?</p> <p>19 <b>A. I don't know that name.</b></p> <p>20 <b>MR. LIGHTMAN:</b> So I would ask you</p> <p>21 produce all Bills of Lading other than the four</p> <p>22 that you gave to us involving The SAFETY HOUSE.</p> <p>23 Can we mark this as Deposition Exhibit</p> <p>24 Sternberg 6, please.</p>	<p style="text-align: right;">Page 40</p> <p>1 found in favor of Manfred Sternberg against the</p> <p>2 complainant.</p> <p>3 And, second, Manfred sent a copy of</p> <p>4 the disciplinary complaint to Gary Weiss and also</p> <p>5 sent him a copy of his 4-24 letter. And you can</p> <p>6 refer to Weiss Document 158 ETSI and Weiss 314</p> <p>7 ETSI.</p> <p>8 They're copies of the Complaint and</p> <p>9 Mr. Sternberg's 4-24 response and also sent -- and</p> <p>10 Gary Weiss also produced his copy of these</p> <p>11 documents to us in discovery.</p> <p>12 And, third, Manfred Sternberg sent a</p> <p>13 copy of the Disciplinary Complaint to Sam Gross and</p> <p>14 also sent him a copy of this April 24th letter and</p> <p>15 Sam Gross produced portions of this in his</p> <p>16 discovery.</p> <p>17 But we'll preserve the record and you</p> <p>18 can do what you need to do.</p> <p>19 <b>MR. LAVER:</b> That's fine, but I'll just</p> <p>20 respond to the four or five points you made, none</p> <p>21 of which have any bearing on whether this becomes a</p> <p>22 non-confidential document.</p> <p>23 <b>MR. LIGHTMAN:</b> He disclosed --</p> <p>24 <b>MR. LAVER:</b> That's irrelevant.</p>
<p style="text-align: right;">Page 39</p> <p>1 (Exhibit Sternberg 6 was marked for</p> <p>2 identification.)</p> <p>3 (Witness reviews exhibit.)</p> <p>4 <b>MR. LAVER:</b> Pardon me. I need a word</p> <p>5 with my client.</p> <p>6 <b>MR. LIGHTMAN:</b> Sure. We'll take a</p> <p>7 short break.</p> <p>8 (Recess taken 9:49 a.m. to 9:52 a.m.)</p> <p>9 <b>MR. LAVER:</b> Thank you for that. We</p> <p>10 can go back on the record.</p> <p>11 Just note my objection to the use of</p> <p>12 this exhibit given that this is a non-public,</p> <p>13 confidential proceeding and any exhibits that come</p> <p>14 out of that proceeding also are confidential.</p> <p>15 With that said, you can ask the</p> <p>16 witness questions about it.</p> <p>17 <b>MR. LIGHTMAN:</b> Thank you. And just</p> <p>18 for the record, you opened the door for us to use</p> <p>19 this Texas Bar material because, first, Jason</p> <p>20 Canaan (phonetic) represented to Judge Younger at</p> <p>21 the September 7, 2022 Rule 16 conference that The</p> <p>22 SAFETY HOUSE had filed this very complaint against</p> <p>23 Manfred Sternberg and he further represented to</p> <p>24 Judge Younger at that conference that the Texas Bar</p>	<p style="text-align: right;">Page 41</p> <p>1 <b>MR. LIGHTMAN:</b> -- the proceeding to</p> <p>2 the judge and disclosed it to third parties who he</p> <p>3 doesn't represent.</p> <p>4 I respectfully submit that you do the</p> <p>5 research because your client does breach</p> <p>6 confidentiality.</p> <p>7 <b>MR. LAVER:</b> I provided you with my</p> <p>8 research and you didn't respond presumably because</p> <p>9 you know that we're correct.</p> <p>10 <b>MR. LIGHTMAN:</b> We can agree to</p> <p>11 disagree. I don't think your research was correct.</p> <p>12 BY MR. LIGHTMAN:</p> <p>13 Q. If you look at paragraph two of this April</p> <p>14 24th letter, you represent to the Office of the</p> <p>15 Chief Disciplinary Counsel of the State Bar of</p> <p>16 Texas, quote, "There are a number of omissions and</p> <p>17 outright misrepresentations of material fact in</p> <p>18 Mr. Dan Scully's ('Scully') complaint..."</p> <p>19 Do you see that?</p> <p>20 <b>A. Yes.</b></p> <p>21 Q. Do you state under oath today that statement</p> <p>22 you made to the Texas Bar is true and correct?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. Do you still maintain that the Complaint</p>

11 (Pages 38 to 41)

<p style="text-align: right;">Page 42</p> <p>1 filed by The SAFETY HOUSE with the Texas Bar has,</p> <p>2 quote, "a number of omissions and</p> <p>3 misrepresentations"?</p> <p>4 <b>A. Why don't you show me the Complaint.</b></p> <p>5 Q. Do you still maintain today the statement</p> <p>6 you made in your April 24th letter that there are a</p> <p>7 number of omissions and misrepresentations made by</p> <p>8 The SAFETY HOUSE in its Complaint?</p> <p>9 <b>A. If you show me the Complaint, I could tell</b></p> <p>10 <b>you.</b></p> <p>11 Q. Okay. So, without looking at the Complaint,</p> <p>12 you can't state whether that statement is true?</p> <p>13 <b>A. I have no reason to believe that that's not</b></p> <p>14 <b>true.</b></p> <p>15 Q. Okay. Isn't it true that you were the one</p> <p>16 who made omissions of material fact in your April</p> <p>17 24th letter?</p> <p>18 <b>A. I don't believe so.</b></p> <p>19 Q. Isn't it true that you were the one who made</p> <p>20 outright misrepresentations of material fact in</p> <p>21 your April 24th letter?</p> <p>22 <b>A. I don't believe so.</b></p> <p>23 Q. So you are denying under oath today that you</p> <p>24 made any misrepresentations of material fact or</p>	<p style="text-align: right;">Page 44</p> <p>1 Q. So you took the exhibit of the fully</p> <p>2 executed SPA that you filed in your Motion To</p> <p>3 Dismiss and you sent a copy of that to the Bar.</p> <p>4 Right?</p> <p>5 <b>A. I assume so.</b></p> <p>6 Q. If you look in Exhibit A to your letter, if</p> <p>7 you look at the document that says page 5 of 10,</p> <p>8 the one you have in front of you, that appears to</p> <p>9 be a screen shot of Sam Gross' signature on behalf</p> <p>10 of Charlton right above where Daniel Scully signed</p> <p>11 on behalf of The SAFETY HOUSE. Right?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. So how did you get this screen shot?</p> <p>14 <b>A. I assume I got it pursuant to Exhibit 5 in</b></p> <p>15 <b>March 24.</b></p> <p>16 Q. You didn't have it as of March 24th. In</p> <p>17 your email to Sam when you said give me a copy, I'm</p> <p>18 tired of asking you for stuff and you don't give it</p> <p>19 to me, you didn't have it then.</p> <p>20 Sometime between March 24, when you</p> <p>21 said to Sam give me a copy of the fully executed</p> <p>22 SPA, and April 24, when you sent a fully executed</p> <p>23 copy of it, you obtained this. Correct?</p> <p>24 <b>A. Yes.</b></p>
<p style="text-align: right;">Page 43</p> <p>1 omissions of material fact in your April 24th</p> <p>2 response to the Texas Bar?</p> <p>3 <b>MR. LAVER:</b> Objection to form. You've</p> <p>4 asked it now three times and he'll answer it the</p> <p>5 same way.</p> <p>6 <b>BY MR. LIGHTMAN:</b></p> <p>7 Q. Is that correct?</p> <p>8 <b>A. Same answer.</b></p> <p>9 Q. On page 2 of this letter to the Bar, you</p> <p>10 write, quote, "Notably, the fully executed SPA was</p> <p>11 omitted from the Complaint filed with your office</p> <p>12 by Scully..."</p> <p>13 Do you see that?</p> <p>14 <b>A. Yes.</b></p> <p>15 Q. And you attach as Exhibit A to your April</p> <p>16 24th letter a copy of the fully executed Sales and</p> <p>17 Purchase Agreement. Correct?</p> <p>18 <b>A. Correct.</b></p> <p>19 Q. Go to Exhibit A, please, if you will. And</p> <p>20 if you look at the top of this Exhibit A, it's the</p> <p>21 same header, Document 13-4, that appeared in the</p> <p>22 signed copy of Exhibit A that I showed you.</p> <p>23 Correct?</p> <p>24 <b>A. I assume so, yes.</b></p>	<p style="text-align: right;">Page 45</p> <p>1 Q. How did you obtain it from Sam? Did he</p> <p>2 email it to you? Did he take a screen shot and</p> <p>3 text it to you? Did he hand it to you in person?</p> <p>4 <b>A. No. I've never met him.</b></p> <p>5 Q. You've never met him. Okay.</p> <p>6 So it had to have been either through</p> <p>7 the mail, through a text or through an email.</p> <p>8 Correct?</p> <p>9 <b>A. I would assume so, yes.</b></p> <p>10 Q. Where is that document? You produced the</p> <p>11 signature page, the screen shot. Where is the</p> <p>12 transmittal letter to this signature page?</p> <p>13 <b>MR. LAVER:</b> Objection.</p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. That would tell us when you got it from Sam</p> <p>16 Gross. Correct?</p> <p>17 <b>MR. LAVER:</b> Excuse me. Objection to</p> <p>18 form.</p> <p>19 <b>THE WITNESS:</b> Well, that assumes</p> <p>20 there's a transmittal letter.</p> <p>21 <b>BY MR. LIGHTMAN:</b></p> <p>22 Q. You're right. He could have just sent it by</p> <p>23 a screen shot in a text. Correct?</p> <p>24 <b>A. He could have, yes.</b></p>

12 (Pages 42 to 45)



<p style="text-align: right;">Page 46</p> <p>1 Q. But you would have had a text showing that.</p> <p>2 Right?</p> <p>3 <b>A. It seems like that's a communication with</b></p> <p>4 <b>my --</b></p> <p>5 Q. Okay. If he sent it to you in an email --</p> <p>6 <b>A. I won't answer the question.</b></p> <p>7 Q. I'm sorry.</p> <p>8 <b>MR. LAVER:</b> You're speaking over each</p> <p>9 other.</p> <p>10 BY MR. LIGHTMAN:</p> <p>11 Q. It's just a yes or no answer. I'll ask it</p> <p>12 again.</p> <p>13 If he sent it to you via text, you</p> <p>14 would have had the text of that screen shot being</p> <p>15 sent to you. Correct?</p> <p>16 <b>A. Probably.</b></p> <p>17 Q. Okay. If he sent it to you in an email, you</p> <p>18 would have that email where he said here's the</p> <p>19 signed signature page. Correct?</p> <p>20 <b>A. Probably.</b></p> <p>21 Q. Have you deleted any texts or deleted any</p> <p>22 emails in connection with this dispute?</p> <p>23 <b>A. I don't believe so.</b></p> <p>24 Q. Okay. So we don't have a spoliation issue,</p>	<p style="text-align: right;">Page 48</p> <p>1 HOUSE claimed they never were supplied with a fully</p> <p>2 executed copy of the agreement. Correct?</p> <p>3 <b>A. SAFETY HOUSE, I don't know what they said.</b></p> <p>4 Q. You don't know what SAFETY HOUSE said?</p> <p>5 <b>A. No.</b></p> <p>6 Q. Turn to Deposition Exhibit 3, the Complaint</p> <p>7 that was filed.</p> <p>8 <b>A. Okay.</b></p> <p>9 Q. Turn to paragraph 32 of the First Amended</p> <p>10 Complaint.</p> <p>11 <b>A. Okay.</b></p> <p>12 Q. What does paragraph 32 say?</p> <p>13 <b>A. "To date, Plaintiff has not received the</b></p> <p>14 <b>signed Agreement from the Gross and Sternberg</b></p> <p>15 <b>Attorney Defendants, which further evidences that</b></p> <p>16 <b>these Defendants never intended to perform under</b></p> <p>17 <b>the Agreement."</b></p> <p>18 Q. I'll represent to you that statement is in</p> <p>19 the initial Complaint filed as well.</p> <p>20 So you knew when SAFETY HOUSE filed</p> <p>21 its Complaint that it was claiming they never got a</p> <p>22 copy of the fully executed agreement. Correct?</p> <p>23 <b>A. They were claiming a lot of things.</b></p> <p>24 Q. You knew that SAFETY HOUSE was claiming when</p>
<p style="text-align: right;">Page 47</p> <p>1 thank God, but why didn't you produce the text copy</p> <p>2 of this or the email containing this?</p> <p>3 <b>A. Maybe I don't have one. I don't know.</b></p> <p>4 Q. Maybe it says, here, I finally signed it and</p> <p>5 you didn't produce it. That's an equally plausible</p> <p>6 explanation. Right?</p> <p>7 <b>MR. LAVER:</b> Objection to form.</p> <p>8 THE WITNESS: If you're going to</p> <p>9 testify...</p> <p>10 <b>MR. LIGHTMAN:</b> I'll make a request</p> <p>11 that you produce the transmittal of Sam Gross'</p> <p>12 signature page, whether it's a text, print out the</p> <p>13 text. If it's an email, I'd like to see the email.</p> <p>14 BY MR. LIGHTMAN:</p> <p>15 Q. Okay?</p> <p>16 <b>A. Okay.</b></p> <p>17 Q. If it's a letter, I'd like to see the</p> <p>18 letter. So you've never met Sam Gross?</p> <p>19 <b>A. Not personally.</b></p> <p>20 <b>MR. LAVER:</b> Off the record for a</p> <p>21 second.</p> <p>22 (Discussion off the record.)</p> <p>23 BY MR. LIGHTMAN:</p> <p>24 Q. You never tell the Texas Bar that the SAFETY</p>	<p style="text-align: right;">Page 49</p> <p>1 they filed this lawsuit in February of 2022 that</p> <p>2 they never -- that SAFETY HOUSE claimed they never</p> <p>3 were supplied with a fully executed copy of the SPA</p> <p>4 from either you or Sam Gross. Correct?</p> <p>5 <b>A. It wasn't my job to give it to them.</b></p> <p>6 Q. I didn't ask whose job it was to give it to</p> <p>7 them.</p> <p>8 I said you knew from what SAFETY HOUSE</p> <p>9 claimed in its Complaint that they never -- they</p> <p>10 claimed they never got a copy of the Complaint, of</p> <p>11 the fully executed SPA. Correct?</p> <p>12 <b>A. It says what it says.</b></p> <p>13 Q. That's what it says. Right?</p> <p>14 <b>A. That's what it says.</b></p> <p>15 Q. When you're writing to the Texas Bar and</p> <p>16 telling them the fully executed SPA was omitted</p> <p>17 from the Complaint, you write, "In fairness, it</p> <p>18 should be considered..."</p> <p>19 In fairness to make your</p> <p>20 representations to the Texas Bar not misleading,</p> <p>21 did you tell them that Scully or The SAFETY HOUSE</p> <p>22 claimed they never got a copy of the fully executed</p> <p>23 Complaint?</p> <p>24 <b>A. What was the date of his Complaint?</b></p>

13 (Pages 46 to 49)

<p style="text-align: right;">Page 50</p> <p>1 Q. His Complaint was filed February --</p> <p>2 <b>A. No, not the lawsuit, his Complaint to the</b></p> <p>3 <b>Bar.</b></p> <p>4 Q. It was before -- that's a good question.</p> <p>5 <b>A. Yeah.</b></p> <p>6 Q. Hold on.</p> <p>7 <b>A. Before you call me a liar, you should find</b></p> <p>8 <b>that date out.</b></p> <p>9 Q. I will represent to you that The SAFETY</p> <p>10 HOUSE complaint was submitted to the Texas Bar</p> <p>11 March of 2022.</p> <p>12 <b>A. March what?</b></p> <p>13 Q. March of 2022?</p> <p>14 <b>A. March what date?</b></p> <p>15 Q. I have March 10 in my notes here, so on or</p> <p>16 about March 10. Okay?</p> <p>17 When you wrote your response to the</p> <p>18 Bar, you knew that SAFETY HOUSE had filed a</p> <p>19 Complaint in which they claimed in a Federal Court</p> <p>20 filing that they never received a copy of the</p> <p>21 Complaint. Right?</p> <p>22 <b>A. I knew that's what they claimed.</b></p> <p>23 Q. Okay. You write to the Texas Bar in your</p> <p>24 April 24th letter, "Notably, the fully executed SPA</p>	<p style="text-align: right;">Page 52</p> <p>1 Complaint in February in Federal Court claiming</p> <p>2 they never got supplied with a fully executed copy</p> <p>3 of the SPA. Correct?</p> <p>4 <b>A. They didn't file the one in Federal Court</b></p> <p>5 <b>that had Mr. Scully's signature, if I recall</b></p> <p>6 <b>correctly.</b></p> <p>7 Q. They claimed in paragraph 32 that they never</p> <p>8 were supplied with a fully executed copy of the</p> <p>9 SPA. Correct?</p> <p>10 <b>A. That's what they said.</b></p> <p>11 Q. They made that representation in a Federal</p> <p>12 Court pleading in February of 2022. Correct?</p> <p>13 <b>A. That's what it says.</b></p> <p>14 Q. You knew in April, on April 24, when you</p> <p>15 wrote your response to the Texas Bar, you knew that</p> <p>16 that's what The SAFETY HOUSE had claimed in their</p> <p>17 Federal Court Complaint. Right?</p> <p>18 <b>A. They were misleading in their Complaint</b></p> <p>19 <b>because they didn't sign the -- send the one that</b></p> <p>20 <b>they did have.</b></p> <p>21 Q. Look at paragraph 32. What does -- it's</p> <p>22 right there. What does paragraph 32 say?</p> <p>23 <b>A. It has not received a signed agreement from</b></p> <p>24 <b>Gross and Sternberg Defendants.</b></p>
<p style="text-align: right;">Page 51</p> <p>1 was omitted from the Complaint..." Right?</p> <p>2 <b>A. Correct.</b></p> <p>3 Q. Yet you failed to tell the Texas Bar that's</p> <p>4 because The SAFETY HOUSE claimed they never got a</p> <p>5 copy of it. Correct?</p> <p>6 <b>A. I don't know, I don't know what they claimed</b></p> <p>7 <b>they didn't have a copy of.</b></p> <p>8 Q. You failed to tell the Texas Bar right after</p> <p>9 you said the fully executed SPA was omitted from</p> <p>10 the Complaint, in fairness, it should be</p> <p>11 considered.</p> <p>12 You didn't say, here's a copy of it.</p> <p>13 You didn't tell them that when SAFETY HOUSE filed</p> <p>14 its Complaint, they claimed they never got supplied</p> <p>15 with a copy of that fully executed SPA, did you?</p> <p>16 <b>A. Which Complaint, the Complaint in Federal</b></p> <p>17 <b>Court or the Complaint to the grievance?</b></p> <p>18 Q. When SAFETY HOUSE filed its Complaint in</p> <p>19 Federal Court in February and stated in there that</p> <p>20 they never got a copy of the fully executed SPA,</p> <p>21 you knew that when you wrote this letter to the</p> <p>22 Texas Bar on April 24. Correct?</p> <p>23 <b>A. I knew what?</b></p> <p>24 Q. You knew that SAFETY HOUSE had filed a</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. It doesn't say I didn't sign it. It says as</p> <p>2 of the filing of the Complaint they never received</p> <p>3 a copy of the agreement signed by Sam Gross'</p> <p>4 company. Right?</p> <p>5 <b>A. But they didn't provide it to the Federal</b></p> <p>6 <b>Court, the one they did sign, which they did have.</b></p> <p>7 Q. They didn't -- they wrote in their Complaint</p> <p>8 we never got a copy of the contract signed by Sam.</p> <p>9 Right?</p> <p>10 <b>A. But they had a signed agreement.</b></p> <p>11 Q. They signed it. SAFETY HOUSE signed it.</p> <p>12 Correct?</p> <p>13 <b>A. Thank you. Thank you. They signed it.</b></p> <p>14 Q. "They" meaning SAFETY HOUSE. Right?</p> <p>15 <b>A. SAFETY HOUSE signed it.</b></p> <p>16 Q. Sam didn't sign it on behalf of the seller.</p> <p>17 Correct?</p> <p>18 <b>A. Apparently he did.</b></p> <p>19 Q. After the fact. You didn't have it as of</p> <p>20 March 24 --</p> <p>21 <b>MR. LAVER:</b> Why are you yelling?</p> <p>22 You're badgering the witness.</p> <p>23 <b>MR. LIGHTMAN:</b> Because he's not</p> <p>24 answering the question.</p>

14 (Pages 50 to 53)



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1 **MR. LAVER:** He is. Calm down and ask.  
 2 **BY MR. LIGHTMAN:**  
 3 **Q.** When SAFETY HOUSE filed its Complaint in  
 4 February, they claimed that Sam -- you and Sam had  
 5 not supplied them with a copy of the SPA signed by  
 6 the seller. Correct?  
 7 **A.** That's not what it says.  
 8 **Q.** What does it say?  
 9 **A.** It doesn't say signed by the seller, does  
 10 it? It says what it says.  
 11 **Q.** It says they were never supplied with a copy  
 12 of the fully executed contract. Right?  
 13 **A.** That's not what it says. That's like the  
 14 third misrepresentation this morning. That's not  
 15 what it says. Let me read 32 to you.  
 16 **Q.** Okay.  
 17 **A.** "To date, Plaintiff has not received the  
 18 signed Agreement from the Gross and Sternberg  
 19 Attorney Defendants, which further evidences that  
 20 these Defendants never intended to perform under  
 21 the Agreement."  
 22 That's not what you just said.  
 23 **Q.** Okay. So when Scully or, excuse me, when  
 24 SAFETY HOUSE filed the lawsuit in February, they

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1 **Complaint. And I would think that he would have at**  
 2 **least sent the grievance committee the one that he**  
 3 **signed but he didn't. He didn't.**  
 4 **He signed -- he sent the grievance**  
 5 **committee a fully unsigned contract, which is**  
 6 **misleading. It makes it look as though he didn't**  
 7 **do anything. At that point he had agreed to the**  
 8 **contract.**  
 9 **Q.** You knew -- that's not the question.  
 10 Touche, but it's not my question. Okay?  
 11 When you said to the Bar the fully  
 12 executed SPA was omitted from the Complaint, you  
 13 knew that that's because SAFETY HOUSE was claiming  
 14 they never got a fully executed copy. Correct?  
 15 **A.** I said "omitted from the Complaint filed  
 16 with your office," but you won't show me the  
 17 Complaint.  
 18 So I'm talking about a different  
 19 Complaint and you're confusing two things to try to  
 20 make me look like I'm lying to the Bar, which  
 21 you've got to show me the Complaint and I can  
 22 answer that.  
 23 **Q.** Isn't it true that you failed to tell the  
 24 Texas Bar that the SAFETY HOUSE was claiming it

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1 claimed in their Federal Court filing that to date  
 2 they had not received a copy of the signed contract  
 3 from you or your law firm or Gross or his LLC.  
 4 Correct?  
 5 **A.** That's what they claimed.  
 6 **Q.** That's what they claimed.  
 7 And you knew that on April 24th when  
 8 you wrote to the Texas Bar. Right?  
 9 **A.** I knew I had a signed copy from the  
 10 complainant. Yes, I knew that.  
 11 **Q.** But you also knew that SAFETY HOUSE, the  
 12 buyer, claimed that the seller never supplied them  
 13 with a fully signed contract. Right?  
 14 **A.** I don't ensure what the seller does or  
 15 doesn't do. I don't know what they do. That's not  
 16 me.  
 17 **Q.** My question wasn't who ensured what.  
 18 My question was when you wrote to the  
 19 Bar on April 24th and said the fully executed SPA  
 20 was omitted from the Complaint, you didn't tell  
 21 them that's because the buyer claimed they never  
 22 had received a copy of it. Correct?  
 23 **A.** I don't know what he got or he didn't get.  
 24 I knew I had it at the time I responded to the

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1 never got a copy of the fully signed SPA when it  
 2 filed its Complaint in court and when it filed its  
 3 disciplinary complaint?  
 4 Isn't that true, that that's what the  
 5 position of The SAFETY HOUSE was?  
 6 **A.** I said, I said "...was omitted from the  
 7 Complaint filed with your office." That's not --  
 8 **Q.** That's not what?  
 9 **A.** That's not the lawsuit.  
 10 **Q.** I understand that.  
 11 **A.** That's a different complaint and it was  
 12 omitted.  
 13 **Q.** Because --  
 14 **A.** And he omitted the one that he signed. Do  
 15 you think that's fair?  
 16 **Q.** But he didn't have one signed by your  
 17 client. Right?  
 18 **A.** He didn't even send the one he did have  
 19 signed.  
 20 **Q.** Answer my question. He didn't -- SAFETY  
 21 HOUSE didn't have a copy of the fully executed SPA  
 22 when it made its complaint with the Bar.  
 23 That's what their position is.  
 24 Correct?

15 (Pages 54 to 57)

<p style="text-align: right;">Page 58</p> <p>1 <b>A. By April 24th he did.</b></p> <p>2 Q. How did he have it on April 24th? Because</p> <p>3 you sent him a copy of your response.</p> <p>4 <b>A. I didn't send him one.</b></p> <p>5 Q. The Bar sent him one. Right?</p> <p>6 Yes or no, when The SAFETY HOUSE made</p> <p>7 a Complaint with the Texas Bar in March, did you</p> <p>8 know that The SAFETY HOUSE was claiming it didn't</p> <p>9 have a copy of the fully executed SPA?</p> <p>10 <b>A. I think I've answered that and the answer is</b></p> <p>11 <b>the same as it was before.</b></p> <p>12 Q. You said they --</p> <p>13 <b>A. I don't know what they knew.</b></p> <p>14 <b>MR. LAVER:</b> Let him finish.</p> <p>15 <b>THE WITNESS:</b> I knew what they filed</p> <p>16 and what they complained about. I knew that.</p> <p>17 <b>BY MR. LIGHTMAN:</b></p> <p>18 Q. When you knew what they filed, you knew what</p> <p>19 they complained about.</p> <p>20 You also knew that they were claiming,</p> <p>21 whether you believe it or not, that they were</p> <p>22 claiming they didn't have a copy of the fully</p> <p>23 executed SPA. Correct?</p> <p>24 <b>A. You keep saying fully executed. Where are</b></p>	<p style="text-align: right;">Page 60</p> <p>1 SPA was omitted from the Complaint filed with your</p> <p>2 office by Scully..." Right?</p> <p>3 <b>A. Correct.</b></p> <p>4 Q. You claim he had signed it but he didn't</p> <p>5 even submit that. Right?</p> <p>6 <b>A. Correct.</b></p> <p>7 Q. But he also never had a copy of the SPA</p> <p>8 signed by Sam when he made his complaint. Correct?</p> <p>9 <b>A. You would have to depose him to ask him. I</b></p> <p>10 <b>don't know what he had or what he didn't have.</b></p> <p>11 Q. To your knowledge, that's the position</p> <p>12 SAFETY HOUSE was taking. Right?</p> <p>13 <b>A. I wanted the Bar to have a fully executed</b></p> <p>14 <b>copy.</b></p> <p>15 Q. Please answer my question. Do you need it</p> <p>16 read back?</p> <p>17 My question wasn't did you want the</p> <p>18 Bar to have a fully executed copy. My question was</p> <p>19 you knew when you wrote this to the Bar that SAFETY</p> <p>20 HOUSE was claiming that they never had a copy of</p> <p>21 the SPA signed by Sam. Correct?</p> <p>22 <b>A. I don't know what I knew.</b></p> <p>23 Q. Really?</p> <p>24 <b>A. I don't know what I knew.</b></p>
<p style="text-align: right;">Page 59</p> <p>1 <b>those words, please?</b></p> <p>2 Q. The fully executed SPA, your words. You</p> <p>3 said, "Notably, the fully executed SPA was omitted</p> <p>4 from the Complaint filed with your office..."</p> <p>5 <b>A. Correct.</b></p> <p>6 Q. When the Complaint was filed by The SAFETY</p> <p>7 HOUSE with the Texas Bar, isn't it true that The</p> <p>8 SAFETY HOUSE was claiming they didn't have a copy</p> <p>9 of the fully executed SPA?</p> <p>10 <b>A. On the date they filed the Complaint, they</b></p> <p>11 <b>had a copy, at least, of the contract with their</b></p> <p>12 <b>signature.</b></p> <p>13 Q. So your answer to my question is that's</p> <p>14 correct?</p> <p>15 <b>A. I don't know what your question is.</b></p> <p>16 Q. My question is in order for the SPA to be</p> <p>17 fully executed, it had to be signed both by Dan on</p> <p>18 behalf of the buyer and Sam on behalf of the</p> <p>19 seller. Correct?</p> <p>20 <b>A. That's correct.</b></p> <p>21 Q. That constitutes a fully executed SPA.</p> <p>22 Correct?</p> <p>23 <b>A. Agreed.</b></p> <p>24 Q. They claim -- you write, "The fully executed</p>	<p style="text-align: right;">Page 61</p> <p>1 Q. That's your sworn testimony under oath? You</p> <p>2 didn't know what you knew?</p> <p>3 <b>A. No. I mean, I don't know what he, what he</b></p> <p>4 <b>thought he had or didn't have. But what I -- and</b></p> <p>5 <b>you're twisting it but what I do know --</b></p> <p>6 Q. I'm not twisting it.</p> <p>7 <b>A. -- it says what it says, doesn't it?</b></p> <p>8 Q. It says what it says, you're right.</p> <p>9 And every time I asked you about fully</p> <p>10 executed, your response was, well, Scully didn't</p> <p>11 submit his copy that he signed.</p> <p>12 But he never had a copy of Sam's</p> <p>13 signature to submit. Right?</p> <p>14 <b>A. And you think that's okay for him to sign an</b></p> <p>15 <b>unexecuted, completely unexecuted copy to the Bar</b></p> <p>16 <b>and that's the truth?</b></p> <p>17 Q. And you think it's okay for you to tell the</p> <p>18 Bar, notably, the fully executed SPA was omitted</p> <p>19 from his Complaint without also telling the Bar</p> <p>20 that's because they claimed they never got Sam's</p> <p>21 signature?</p> <p>22 <b>A. I don't know what they claim. I don't</b></p> <p>23 <b>believe any --</b></p> <p>24 Q. Do you think that's fair?</p>

16 (Pages 58 to 61)

<p style="text-align: right;">Page 62</p> <p>1 <b>A. Yes.</b></p> <p>2 Q. You think that's not an omission?</p> <p>3 <b>A. No.</b></p> <p>4 Q. Okay. In your letter on page 2 you write,</p> <p>5 quote, "There was no responsibility by undersigned</p> <p>6 counsel to provide Scully or his counsel a fully</p> <p>7 executed copy of the contract, and no such request</p> <p>8 was made to the undersigned by Scully or his</p> <p>9 counsel Mr. Lightman at any time." Correct?</p> <p>10 <b>A. Correct.</b></p> <p>11 Q. So under oath you're claiming when you wrote</p> <p>12 to the Bar, we never made a request for you to send</p> <p>13 us a fully executed copy of the contract?</p> <p>14 That's your testimony under oath here</p> <p>15 today?</p> <p>16 <b>A. Number one, this letter is not under oath.</b></p> <p>17 <b>So that's a misrepresentation.</b></p> <p>18 Q. No, no. I didn't ask you that.</p> <p>19 <b>A. Yes, you did.</b></p> <p>20 Q. I said --</p> <p>21 <b>A. Let the court reporter read it back --</b></p> <p>22 Q. Repeat the question back.</p> <p>23 <b>A. -- and then you can apologize to me.</b></p> <p>24 <b>(The court reporter read back the</b></p>	<p style="text-align: right;">Page 64</p> <p>1 Right?</p> <p>2 <b>A. It says what it says.</b></p> <p>3 Q. Okay. And when you made that</p> <p>4 representation, was that an honest representation</p> <p>5 or a false representation?</p> <p>6 <b>A. I'm not sure whether a request was made.</b></p> <p>7 <b>Show me where --</b></p> <p>8 Q. You're not -- I'm sorry.</p> <p>9 <b>A. Show me where it was made.</b></p> <p>10 Q. So you're telling me, sitting here today,</p> <p>11 that you don't know whether that representation you</p> <p>12 made in your April 24th letter was true or not?</p> <p>13 <b>A. No.</b></p> <p>14 Q. What are you telling me?</p> <p>15 <b>A. I'm asking you to please show me the</b></p> <p>16 <b>evidence that that's not true.</b></p> <p>17 Q. We'll get to that. First I want to know,</p> <p>18 when you told the Texas Bar on April 24th, when you</p> <p>19 represented to them "No such request was made to</p> <p>20 the undersigned by Scully or his counsel</p> <p>21 Mr. Lightman at any time," referring to providing</p> <p>22 Scully or his counsel a fully executed copy of the</p> <p>23 contract, was that a true representation you made</p> <p>24 to the Bar on April 24th?</p>
<p style="text-align: right;">Page 63</p> <p>1 following:</p> <p>2 "Q. So under oath you're claiming</p> <p>3 when you wrote to the Bar, we never made a request</p> <p>4 for you to send us a fully executed copy of the</p> <p>5 contract?</p> <p>6 "That's your testimony under oath here</p> <p>7 today?"</p> <p>8 BY MR. LIGHTMAN:</p> <p>9 Q. Here today. Are you testifying here today</p> <p>10 under oath that when you told the Texas Bar on</p> <p>11 April 24th no request was made to you by Scully or</p> <p>12 his attorney, Mr. Lightman, at any time for a copy</p> <p>13 of the fully executed contract, that that is a</p> <p>14 correct representation of fact?</p> <p>15 <b>A. You'd have to show me where the request was</b></p> <p>16 <b>made.</b></p> <p>17 Q. You wrote to the Bar on April 24th no</p> <p>18 request was made to you by Scully or Lightman at</p> <p>19 any time for a copy of the -- for a fully executed</p> <p>20 copy of the contract.</p> <p>21 That's what you wrote to the Bar on</p> <p>22 April 24th. Correct?</p> <p>23 <b>A. It says what it says.</b></p> <p>24 Q. Did I read it wrong? That's what it says.</p>	<p style="text-align: right;">Page 65</p> <p>1 <b>A. You'd have to show me where the request was</b></p> <p>2 <b>made.</b></p> <p>3 Q. So your answer, sworn answer, is I can't</p> <p>4 answer that without seeing other documents?</p> <p>5 <b>A. This was written two years ago.</b></p> <p>6 Q. Sitting here today, to the best of your</p> <p>7 recollection, was that a true representation that</p> <p>8 you made to the Bar?</p> <p>9 <b>A. To the best of my recollection, yeah.</b></p> <p>10 Q. To the best of your recollection, okay.</p> <p>11 Let's talk about the SPA and its</p> <p>12 terms. Do you have Deposition Exhibit 4 in front</p> <p>13 of you?</p> <p>14 <b>A. I do.</b></p> <p>15 Q. Wait. Before we do that, okay, let's talk</p> <p>16 about the SPA and its terms.</p> <p>17 This is a form that you created.</p> <p>18 Right?</p> <p>19 <b>A. What are you talking about?</b></p> <p>20 Q. The SPA is a form document that you created.</p> <p>21 Correct?</p> <p>22 <b>A. I edited it, yes.</b></p> <p>23 Q. Edited it or created it?</p> <p>24 <b>A. Edited it.</b></p>

17 (Pages 62 to 65)

<p style="text-align: right;">Page 66</p> <p>1 Q. You didn't create this?</p> <p>2 <b>A. I edited it.</b></p> <p>3 Q. Who created the document then?</p> <p>4 <b>A. I don't know who created it. I edited it.</b></p> <p>5 Q. Really? Go to page 1 of your April 24th</p> <p>6 letter, Deposition Exhibit 6.</p> <p>7 So in the fourth paragraph of your</p> <p>8 letter, when you write to the Bar on April 24th, "I</p> <p>9 am not, nor is our law firm, a party nor signatory</p> <p>10 to the contract, although we drafted the Sale and</p> <p>11 Purchase Agreement ('SPA') at Charlton's request,"</p> <p>12 you were lying to the Bar when you made that</p> <p>13 statement?</p> <p>14 <b>MR. LAVER:</b> Objection to form. Stop</p> <p>15 it.</p> <p>16 <b>THE WITNESS:</b> You've got to stop</p> <p>17 saying I'm lying to the Bar.</p> <p>18 Mr. Lightman, did you misrepresent</p> <p>19 these documents to me this morning? The answer is</p> <p>20 yes, you did.</p> <p>21 <b>BY MR. LIGHTMAN:</b></p> <p>22 Q. Mr. Sternberg --</p> <p>23 <b>MR. LAVER:</b> Let him finish.</p> <p>24 <b>THE WITNESS:</b> Let me finish. Let me</p>	<p style="text-align: right;">Page 68</p> <p>1 <b>could call that editing, but you can't call it</b></p> <p>2 <b>creating because I didn't create it. I drafted it.</b></p> <p>3 <b>I edited it. I admit to that.</b></p> <p>4 Q. So now you admit you drafted it and edited</p> <p>5 it. Right?</p> <p>6 <b>A. I admitted to editing it before.</b></p> <p>7 Q. But you didn't admit to drafting it. Before</p> <p>8 you denied it, but we'll let the record speak for</p> <p>9 itself.</p> <p>10 <b>A. No, we'll let the record speak for itself</b></p> <p>11 <b>that you asked me if I created it. That was your</b></p> <p>12 <b>words.</b></p> <p>13 Q. That's right.</p> <p>14 <b>A. Your words.</b></p> <p>15 Q. If you take a form off of the Internet and</p> <p>16 edit it, that's creating the SPA.</p> <p>17 <b>A. That's your opinion. Good. But you used</b></p> <p>18 <b>the word create and I answered you.</b></p> <p>19 <b>And you're trying to say, whoa, draft</b></p> <p>20 <b>means something different. Use your words</b></p> <p>21 <b>carefully, please, when you ask me questions.</b></p> <p>22 Q. This is a form that you drafted. Correct?</p> <p>23 <b>A. That's what it says.</b></p> <p>24 Q. Okay. Is this the form of SPA that was used</p>
<p style="text-align: right;">Page 67</p> <p>1 finish. And then you said, did you create the</p> <p>2 document? That was your words. Correct?</p> <p>3 Am I misunderstanding your question?</p> <p>4 You said, did you create it? I said, I edited it.</p> <p>5 You asked me again. I said, I edited it.</p> <p>6 Now you're saying that I said I</p> <p>7 created it. I said, "although we drafted the Sale</p> <p>8 and Purchase Agreement," that's what it says.</p> <p>9 <b>BY MR. LIGHTMAN:</b></p> <p>10 Q. So you didn't just edit it, you drafted it?</p> <p>11 <b>A. Well, what's the difference?</b></p> <p>12 Q. What's the difference between editing</p> <p>13 something and creating something?</p> <p>14 <b>A. Well, you keep saying creating.</b></p> <p>15 Q. I'm sorry. Is there a difference between</p> <p>16 creating something and drafting something?</p> <p>17 <b>A. I believe so.</b></p> <p>18 Q. What's the difference?</p> <p>19 <b>A. I think creating something is something that</b></p> <p>20 <b>you create all yourself and drafting can be -- do</b></p> <p>21 <b>you ever use forms? I know you probably don't use</b></p> <p>22 <b>forms but often I do. And what I do is I edit</b></p> <p>23 <b>them.</b></p> <p>24 <b>And you could call that drafting. You</b></p>	<p style="text-align: right;">Page 69</p> <p>1 in The SAFETY HOUSE deal?</p> <p>2 <b>A. I believe so.</b></p> <p>3 Q. Is this the form of SPA used in other deals</p> <p>4 involving other purchases of COVID test kits or</p> <p>5 surgical masks or other --</p> <p>6 <b>A. Probably.</b></p> <p>7 Q. Okay. And is it the form of SPA used in</p> <p>8 connection with the VRC transaction?</p> <p>9 <b>A. I don't know.</b></p> <p>10 Q. And is it true this is a form of the SPA</p> <p>11 used in connection with the transaction involving</p> <p>12 David Wright and ROI Global Partners?</p> <p>13 <b>A. I don't know.</b></p> <p>14 <b>MR. LIGHTMAN:</b> We'll mark this as</p> <p>15 Deposition Exhibit 7.</p> <p>16 (Exhibit Sternberg 7 was marked for</p> <p>17 identification.)</p> <p>18 <b>BY MR. LIGHTMAN:</b></p> <p>19 Q. Can you identify Deposition Exhibit 7 for</p> <p>20 the record?</p> <p>21 <b>A. It looks like a SPA agreement dated August</b></p> <p>22 <b>2, 2021.</b></p> <p>23 Q. Between Charlton as the seller, Party A?</p> <p>24 <b>A. Yes.</b></p>

18 (Pages 66 to 69)

<p style="text-align: right;">Page 70</p> <p>1 Q. And ROI Global Partners as Party B?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. And in this your client, Charlton, agreed to</p> <p>4 sell 24 million boxes of 50-count Everwin High</p> <p>5 Performance Procedure 3-ply Level 3 masks to ROI</p> <p>6 for \$25,200,000. Correct?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. And this is the same form of SPA as appears</p> <p>9 to be used for The SAFETY HOUSE agreement.</p> <p>10 Correct?</p> <p>11 <b>A. It appears to be.</b></p> <p>12 Q. And did this agreement ever come to</p> <p>13 fruition?</p> <p>14 <b>A. I would have remembered it, so the answer</b></p> <p>15 <b>would be no.</b></p> <p>16 Q. And if you look at this, on page 3 of this</p> <p>17 document, do you see Mr. Gross' signature on this?</p> <p>18 <b>A. No.</b></p> <p>19 Q. Is that the standard modus operandi for your</p> <p>20 client is you get these buyers to sign these things</p> <p>21 and Sam Gross doesn't sign them until absolutely</p> <p>22 necessary?</p> <p>23 <b>A. I wouldn't say that's standard operating</b></p> <p>24 <b>procedure.</b></p>	<p style="text-align: right;">Page 72</p> <p>1 Q. Someone did in connection with this SPA.</p> <p>2 Correct?</p> <p>3 <b>A. I would assume so if...</b></p> <p>4 Q. They never got any goods -- I'm sorry. If</p> <p>5 what? Were you finished?</p> <p>6 <b>A. I'm not sure what they did. Did they wire?</b></p> <p>7 <b>What did they wire?</b></p> <p>8 Q. They wired 25,000 into your attorney escrow</p> <p>9 account.</p> <p>10 <b>A. All right. Well, this is a \$25 million</b></p> <p>11 <b>contract.</b></p> <p>12 Q. Right. According to David Wright, he wired</p> <p>13 \$25,000 into your attorney escrow account.</p> <p>14 Do you recall that?</p> <p>15 <b>A. Again, I don't recall David Wright wiring me</b></p> <p>16 <b>money.</b></p> <p>17 Q. David Wright said he wired you 25,000. The</p> <p>18 person he arranged -- he was a broker for this</p> <p>19 deal. He never got -- his client never got any</p> <p>20 goods. They never got the \$25,000 back.</p> <p>21 Do you have any recollection of that?</p> <p>22 <b>A. No.</b></p> <p>23 Q. Okay. Let's talk about VRC. Do you know</p> <p>24 who VRC Medical Supplies are?</p>
<p style="text-align: right;">Page 71</p> <p>1 Q. But he did that on at least two instances</p> <p>2 that we've seen now. Right?</p> <p>3 <b>A. That's what it appears.</b></p> <p>4 <b>MR. LAVER:</b> Gary, where did this come</p> <p>5 from? Was this part of Charlton's production?</p> <p>6 <b>MR. LIGHTMAN:</b> No. This came from --</p> <p>7 <b>MR. LAVER:</b> Was this produced in this</p> <p>8 litigation?</p> <p>9 <b>MR. LIGHTMAN:</b> By David Wright.</p> <p>10 <b>MR. LAVER:</b> Okay.</p> <p>11 <b>MR. LIGHTMAN:</b> Sam knows who David</p> <p>12 Wright is. He should know.</p> <p>13 <b>BY MR. LIGHTMAN:</b></p> <p>14 Q. Do you know who David Wright is?</p> <p>15 <b>A. I remember the name.</b></p> <p>16 Q. You had conversations with David Wright.</p> <p>17 Right?</p> <p>18 <b>A. I remember the name. You'd have to refresh</b></p> <p>19 <b>my memory as to who he is.</b></p> <p>20 Q. He wired \$25,000 into your attorney escrow</p> <p>21 account. Correct?</p> <p>22 <b>A. I don't think he did.</b></p> <p>23 Q. ROI did. Correct?</p> <p>24 <b>A. I don't know if ROI did or didn't.</b></p>	<p style="text-align: right;">Page 73</p> <p>1 <b>A. No.</b></p> <p>2 Q. You don't?</p> <p>3 <b>A. I mean, I know the name.</b></p> <p>4 Q. You know the name. Do you know who Randy</p> <p>5 Adler is?</p> <p>6 <b>A. Yeah, Randy Adler I do.</b></p> <p>7 Q. Who is he?</p> <p>8 <b>A. He's an attorney.</b></p> <p>9 Q. He represented VRC at one point. Correct?</p> <p>10 <b>A. I don't recall.</b></p> <p>11 Q. Okay. How about Bill Berman? Do you know</p> <p>12 who Bill Berman is?</p> <p>13 <b>A. I talked to Bill Berman, I believe.</b></p> <p>14 Q. Who is Bill Berman?</p> <p>15 <b>A. I think he's a lawyer in Pennsylvania.</b></p> <p>16 Q. He's in New Jersey, actually, North Jersey.</p> <p>17 Do you know who he represented?</p> <p>18 <b>A. No.</b></p> <p>19 Q. Would it surprise you to learn that he</p> <p>20 represented VRC?</p> <p>21 <b>A. I thought you said Mr. Adler did.</b></p> <p>22 Q. They both did. First Adler and then Bill</p> <p>23 Berman took over the litigation.</p> <p>24 <b>A. Okay.</b></p>

19 (Pages 70 to 73)



<p style="text-align: right;">Page 74</p> <p>1 Q. In addition to the million nine that -- TSH  2 wired \$1,965,600 into your attorney escrow account  3 on or about January 21. Correct?  4 <b>A. Who is TSH?</b>  5 Q. The SAFETY HOUSE. I'm sorry.  6 <b>A. The records say what they did. I mean, that</b>  7 <b>sounds right.</b>  8 Q. Isn't it true that VRC wired you a total of  9 \$2,449,440 on January 19 and January 20 for their  10 purchase of a total of 204,120 test kits?  11 <b>A. If you could show me a document, I can</b>  12 <b>answer the question. I don't recall.</b>  13 Q. Okay. I'm jumping ahead of myself. Before  14 we get to the money part, let's finish the SPA.  15 Is it fair to say that this SPA is the  16 form that you drafted and/or edited that was your  17 or your client's go-to document that you used for  18 other purchases in addition to The SAFETY HOUSE?  19 <b>A. I would say that it was the standard.</b>  20 Q. A standard document that was used?  21 <b>A. Yes.</b>  22 Q. You claim your only role in The SAFETY HOUSE  23 transaction was as the attorney for Charlton.  24 Correct?</p>	<p style="text-align: right;">Page 76</p> <p>1 <b>MR. LIGHTMAN:</b> I didn't ask what  2 communications he had. I said what was your -- you  3 said you have no direct relationship. So what  4 relationship --  5 <b>MR. LAVER:</b> You asked him your  6 question and he answered it the best he could.  7 <b>THE WITNESS:</b> Now, you used an  8 inarticulate word, relationship, and I gave you a  9 general response. If you want to be more specific,  10 I can answer. But you said relationship.  11 <b>BY MR. LIGHTMAN:</b>  12 Q. I'm using your words.  13 <b>A. Okay.</b>  14 Q. You said you had no direct relationship.  15 <b>A. That's correct.</b>  16 Q. You didn't say you have no relationship  17 whatsoever. Correct?  18 <b>A. Correct.</b>  19 Q. So what is the relationship that you had?  20 And you answered that, well, I never spoke to him.  21 What relationship do you --  22 <b>A. No. I also answered before, I said my</b>  23 <b>client had a relationship with him.</b>  24 <b>So just like you have a relationship</b></p>
<p style="text-align: right;">Page 75</p> <p>1 <b>A. Yes.</b>  2 Q. In your April 24th letter you say in the  3 one, two, three -- third paragraph your law firm  4 represents Charlton. "We have no direct  5 relationship with Scully or Scully's company,  6 Safety House." Correct?  7 <b>A. Correct.</b>  8 Q. You don't say you have no relationship at  9 all. Correct?  10 <b>A. Well, my client had a relationship with him</b>  11 <b>so I guess I had a relationship with him. I was</b>  12 <b>trying to be accurate.</b>  13 Q. So what relationship did you, Manfred  14 Sternberg, and your law firm have with respect to  15 the purchaser in this SPA?  16 <b>A. I never spoke with him. I don't think I</b>  17 <b>ever corresponded with him. He may have called me</b>  18 <b>but I never talked to him. Unless you have</b>  19 <b>something that shows that I did, I don't think I</b>  20 <b>ever talked to him.</b>  21 <b>MR. LIGHTMAN:</b> Could you repeat the  22 question, please? Because I don't think you  23 answered it.  24 <b>MR. LAVER:</b> He did.</p>	<p style="text-align: right;">Page 77</p> <p>1 <b>with me, you don't represent me but you have a</b>  2 <b>relationship because you're involved in a lawsuit</b>  3 <b>that I'm involved in. There's the relationship.</b>  4 Q. So your relationship with The SAFETY HOUSE,  5 the purchaser, is serving as the attorney for the  6 seller?  7 <b>A. That's what the documents say, I believe.</b>  8 Q. Okay. And you say, "There is no escrow  9 agreement between our firm and Scully or Safety  10 House."  11 Do you see that?  12 <b>A. Yes.</b>  13 Q. Is there a separate escrow agreement outside  14 of the SPA that you had with Charlton or with Sam  15 Gross?  16 <b>A. No.</b>  17 Q. Pardon me?  18 <b>A. No.</b>  19 Q. So the only relationship defining the role  20 of your law firm is set forth in the SPA. Correct?  21 <b>A. Well, no.</b>  22 Q. Please explain.  23 <b>A. I had an attorney/client relationship with</b>  24 <b>Charlton, so that would be the relationship right</b></p>

20 (Pages 74 to 77)

<p style="text-align: right;">Page 78</p> <p>1 <b>there. That would define it.</b></p> <p>2 Q. Yeah, but buyers, The SAFETY HOUSE, VRC,</p> <p>3 others, are wiring millions of dollars into your</p> <p>4 attorney escrow account. Right?</p> <p>5 <b>A. Yes.</b></p> <p>6 Q. They're not sending it directly to Charlton</p> <p>7 or Gross. Right?</p> <p>8 <b>A. Correct.</b></p> <p>9 Q. They're wiring it to you. Right?</p> <p>10 <b>A. Correct.</b></p> <p>11 Q. Why is that?</p> <p>12 <b>A. Because the agreement says that's what they</b></p> <p>13 <b>need to do.</b></p> <p>14 Q. And why does the agreement say that's what</p> <p>15 they need to do?</p> <p>16 <b>A. Because those are the words we used.</b></p> <p>17 Q. Why did you restructure the deals so that</p> <p>18 the purchasers would wire the money into your</p> <p>19 attorney escrow account as opposed to sending it</p> <p>20 directly to the seller?</p> <p>21 <b>MR. LAVER:</b> Objection to form.</p> <p>22 You can answer if you understand.</p> <p>23 <b>THE WITNESS:</b> Do you want a legal</p> <p>24 opinion?</p>	<p style="text-align: right;">Page 80</p> <p>1 <b>A. My role, as is defined in that Sale and</b></p> <p>2 <b>Purchase Agreement, is the seller's attorney.</b></p> <p>3 Q. And what is your duty to the people that are</p> <p>4 sending you this money --</p> <p>5 <b>MR. LAVER:</b> Objection to form.</p> <p>6 <b>BY MR. LIGHTMAN:</b></p> <p>7 Q. -- if any?</p> <p>8 <b>A. I don't know. I don't have any relationship</b></p> <p>9 <b>with them.</b></p> <p>10 Q. You don't have any duty to the guy that</p> <p>11 wired you \$1.9656 million into your attorney escrow</p> <p>12 account. Is that your testimony?</p> <p>13 <b>A. I have the duty to perform under the Sale</b></p> <p>14 <b>and Purchase Agreement.</b></p> <p>15 Q. Right. And when VRC wired you \$2.4489</p> <p>16 million into your attorney escrow account, isn't it</p> <p>17 true you also had a duty to perform as the escrow</p> <p>18 agent pursuant to the SPA you entered into with</p> <p>19 them?</p> <p>20 <b>A. No.</b></p> <p>21 Q. Why not?</p> <p>22 <b>A. I'm not an escrow agent.</b></p> <p>23 Q. SAFETY HOUSE wired 1.965 million to you on</p> <p>24 January 21st. Correct?</p>
<p style="text-align: right;">Page 79</p> <p>1 <b>BY MR. LIGHTMAN:</b></p> <p>2 Q. No. I want your answer to the question.</p> <p>3 Why do you think that the structure of</p> <p>4 these transactions was for the purchasers to wire</p> <p>5 the money into your attorney escrow account instead</p> <p>6 of sending it to the sellers directly?</p> <p>7 <b>A. According to the document, that's what</b></p> <p>8 <b>they're supposed to do.</b></p> <p>9 Q. Why?</p> <p>10 <b>A. Well, because they're trying to buy product.</b></p> <p>11 Q. But if they're trying to buy product, why</p> <p>12 not just send the money to the seller directly?</p> <p>13 <b>A. You'd have to ask the parties to the</b></p> <p>14 <b>agreement.</b></p> <p>15 Q. That's your answer?</p> <p>16 <b>A. I mean...</b></p> <p>17 <b>MR. LAVER:</b> Objection.</p> <p>18 <b>THE WITNESS:</b> You don't like my</p> <p>19 answer?</p> <p>20 <b>BY MR. LIGHTMAN:</b></p> <p>21 Q. I love that answer. I hope you give it in</p> <p>22 front of the jury at trial.</p> <p>23 What do you think your role is in this</p> <p>24 transaction?</p>	<p style="text-align: right;">Page 81</p> <p>1 <b>A. If that's what you say.</b></p> <p>2 Q. We'll get to the records.</p> <p>3 If Sam Gross or Charlton said to you</p> <p>4 on January 22nd wire 250,000 to me, I want to buy a</p> <p>5 Rolls Royce, would you be able to do that?</p> <p>6 <b>MR. LAVER:</b> Objection, hypothetical.</p> <p>7 <b>THE WITNESS:</b> It's a hypothetical</p> <p>8 question.</p> <p>9 <b>BY MR. LIGHTMAN:</b></p> <p>10 Q. Would you be following the terms of the SPA</p> <p>11 if that were to occur?</p> <p>12 <b>A. I don't, I don't think so.</b></p> <p>13 Q. Okay. And if Sam Gross the day after you</p> <p>14 got the \$2 million from SAFETY HOUSE said wire</p> <p>15 \$500,000 to my wife, we're going to buy a beach</p> <p>16 house, would you be fulfilling your duties under</p> <p>17 the SPA to wire that money?</p> <p>18 <b>MR. LAVER:</b> Objection.</p> <p>19 <b>THE WITNESS:</b> That's a hypothetical.</p> <p>20 And if he told me that, I'd be suspect of it.</p> <p>21 <b>BY MR. LIGHTMAN:</b></p> <p>22 Q. You would not do that, would you?</p> <p>23 <b>A. I don't know that, but I'd be suspect of it.</b></p> <p>24 Q. So it's possible that if Sam said to you</p>

21 (Pages 78 to 81)



<p style="text-align: right;">Page 82</p> <p>1 give me \$500,000, I want to buy a beach house for</p> <p>2 my wife, you would take \$500,000 of SAFETY HOUSE's</p> <p>3 \$2 million and wire it to him?</p> <p>4 <b>MR. LAVER:</b> Same objection.</p> <p>5 <b>THE WITNESS:</b> I guess it's possible.</p> <p>6 He's my client. When I say he, I mean CHG.</p> <p>7 <b>BY MR. LIGHTMAN:</b></p> <p>8 Q. So you have no explanation for why the</p> <p>9 structure of the transaction was for purchases to</p> <p>10 wire the money into your attorney escrow account</p> <p>11 instead of to the seller directly. Correct?</p> <p>12 <b>A. That's not correct. You're misstating my</b></p> <p>13 <b>testimony. I do have an explanation. That's what</b></p> <p>14 <b>the SPA says.</b></p> <p>15 Q. And you have no explanation why the SPA says</p> <p>16 the monies are to be wired into your attorney</p> <p>17 escrow account as opposed to the seller directly?</p> <p>18 <b>A. Because that's what the parties negotiated.</b></p> <p>19 Q. And why did the parties negotiate for the</p> <p>20 money to be sent not to the seller directly but to</p> <p>21 your attorney escrow account?</p> <p>22 <b>A. You would have to ask the parties.</b></p> <p>23 Q. It's not set forth in the agreement?</p> <p>24 <b>A. If it's in the agreement, it's in the</b></p>	<p style="text-align: right;">Page 84</p> <p>1 If that's the case, if SAFETY HOUSE is</p> <p>2 told transfer the money into the seller's</p> <p>3 attorney's trust account because he will assure</p> <p>4 that you have title to the goods and they're in</p> <p>5 transit to you before he releases your money, would</p> <p>6 you still claim that you have no fiduciary duty</p> <p>7 under that arrangement?</p> <p>8 <b>A. A fiduciary duty to who?</b></p> <p>9 Q. To anybody.</p> <p>10 <b>A. Well, I have a fiduciary duty to my client.</b></p> <p>11 Q. Okay, because you represent him.</p> <p>12 But what about a fiduciary duty to the</p> <p>13 purchaser that's relying upon those representations</p> <p>14 and sending the money to you instead of the seller</p> <p>15 directly?</p> <p>16 <b>A. You're asking me for a legal conclusion that</b></p> <p>17 <b>I don't know.</b></p> <p>18 Q. I am not. What's your factual understanding</p> <p>19 of what, if any, duty you owe to the buyer who sent</p> <p>20 you the \$2 million?</p> <p>21 <b>A. My duty was to comply with the terms of the</b></p> <p>22 <b>written contract that he and I guess you looked at</b></p> <p>23 <b>before.</b></p> <p>24 Q. Why do you say me before?</p>
<p style="text-align: right;">Page 83</p> <p>1 <b>agreement.</b></p> <p>2 Q. But what's your understanding?</p> <p>3 What was your understanding of why</p> <p>4 Manfred Sternberg &amp; Associates, PC's escrow account</p> <p>5 received \$1,965,600 from The SAFETY HOUSE on</p> <p>6 January 21st?</p> <p>7 <b>A. It was in accordance with an agreement</b></p> <p>8 <b>between my client and your client.</b></p> <p>9 Q. Why did Scully's company send the money to</p> <p>10 you instead of directly to the seller?</p> <p>11 <b>A. Same answer as before, but you would have to</b></p> <p>12 <b>ask Mr. Scully.</b></p> <p>13 Q. Isn't it true that the buyer was told by Sam</p> <p>14 or their agent that the money would not be released</p> <p>15 from your escrow account until the buyer, SAFETY</p> <p>16 HOUSE, received title to the goods and confirmation</p> <p>17 that the goods were in transit to The SAFETY HOUSE?</p> <p>18 <b>A. I don't know what Mr. Gross told him.</b></p> <p>19 Q. Okay. Assume that to be true. Assume that</p> <p>20 when your attorney gets to depose Mr. Scully, he'll</p> <p>21 testify that that's what he was told and relied</p> <p>22 upon to induce him to wire transfer 2 million into</p> <p>23 your attorney trust account. Assume that to be</p> <p>24 true. Okay?</p>	<p style="text-align: right;">Page 85</p> <p>1 <b>A. Because you're his lawyer.</b></p> <p>2 Q. What factual basis do you have to say I</p> <p>3 represented him at the time this deal took place?</p> <p>4 <b>A. Because you've told me you represent him.</b></p> <p>5 Q. Really? Would it surprise you to learn I</p> <p>6 had no idea who Dan Scully or Manfred Sternberg or</p> <p>7 Sam Gross was when this deal went down in January?</p> <p>8 <b>A. You'd have to take your own deposition. I</b></p> <p>9 <b>don't know what you knew.</b></p> <p>10 Q. So when you say -- look at your April 24th</p> <p>11 letter again -- "It was always my assumption that</p> <p>12 Safety House was competently represented by</p> <p>13 Attorney Gary Lightman from Pennsylvania when</p> <p>14 Safety House presumably read and signed the</p> <p>15 contract with Charlton."</p> <p>16 On what facts do you base that</p> <p>17 representation you made to the Bar?</p> <p>18 <b>A. I said it was my assumption.</b></p> <p>19 Q. Your assumption. We had not spoken until</p> <p>20 mid February. Correct?</p> <p>21 <b>A. Oh, I don't know when we spoke, but that's</b></p> <p>22 <b>my assumption. That's why I used that word.</b></p> <p>23 Q. Assume that our first conversation was</p> <p>24 February 15th. I'll get to that, but assume that</p>

22 (Pages 82 to 85)

<p style="text-align: right;">Page 86</p> <p>1 that's the case.</p> <p>2 You had no factual basis whatsoever</p> <p>3 when you said it was always my assumption that he</p> <p>4 was competently represented by -- that SAFETY HOUSE</p> <p>5 was competently represented by Attorney Lightman.</p> <p>6 Right?</p> <p>7 <b>A. It's still my assumption.</b></p> <p>8 Q. Okay. You said I told you that.</p> <p>9 <b>A. You did.</b></p> <p>10 Q. When did I tell you I was representing him</p> <p>11 in connection with this SPA?</p> <p>12 <b>A. Oh, when -- I don't know that you told me</b></p> <p>13 <b>you represented him in connection with the SPA, but</b></p> <p>14 <b>you said you represented him.</b></p> <p>15 Q. When I wrote you on February 15th -- and</p> <p>16 we'll get to it -- I said we've been retained as</p> <p>17 litigation counsel.</p> <p>18 At any time did I tell you I</p> <p>19 represented SAFETY HOUSE in connection with the</p> <p>20 transaction that occurred in January?</p> <p>21 <b>A. That's transactional. I don't know if you</b></p> <p>22 <b>represented him or not. I assumed you did. You</b></p> <p>23 <b>were litigation counsel. That's different in my</b></p> <p>24 <b>mind than transactional.</b></p>	<p style="text-align: right;">Page 88</p> <p>1 <b>A. Yes.</b></p> <p>2 Q. That's true. Right?</p> <p>3 <b>A. Exhibit E says that I'm seller's attorney.</b></p> <p>4 <b>And in number two and number three it calls me</b></p> <p>5 <b>seller's attorney, two places there.</b></p> <p>6 Q. Right. Isn't it true that nowhere in</p> <p>7 paragraph two or paragraph three or Exhibit A is</p> <p>8 there any disclaimer that you're only acting as</p> <p>9 seller's attorney?</p> <p>10 <b>A. I don't think there's disclaimers.</b></p> <p>11 Q. Okay. And isn't it true that nowhere in the</p> <p>12 SPA is there any disclosure that you're only acting</p> <p>13 as the attorney?</p> <p>14 It says you're the attorney but</p> <p>15 nowhere in here do you say, I'm only acting as the</p> <p>16 attorney for the seller. Correct?</p> <p>17 <b>A. No, that's not correct. Read Exhibit E.</b></p> <p>18 Q. Exhibit E says --</p> <p>19 <b>A. Number 2, what does that say?</b></p> <p>20 Q. "Seller's attorney to draft and provide</p> <p>21 Buyer with Seller form of SPA."</p> <p>22 <b>A. Does that confuse anybody that I'm the</b></p> <p>23 <b>seller's attorney?</b></p> <p>24 Q. Where in one, two, three, four, five, six,</p>
<p style="text-align: right;">Page 87</p> <p>1 Q. At any time did I ever tell you I</p> <p>2 represented The SAFETY HOUSE prior to February of</p> <p>3 2022?</p> <p>4 <b>A. I don't know that we ever had that</b></p> <p>5 <b>discussion.</b></p> <p>6 Q. At any time did Mr. Scully ever tell you</p> <p>7 that he had me or any other attorney prior to</p> <p>8 February of 2022?</p> <p>9 <b>A. I don't think I ever spoke to him.</b></p> <p>10 Q. Now, isn't it true that nowhere in the SPA</p> <p>11 is there any disclosure that you're only acting as</p> <p>12 the attorney for Charlton?</p> <p>13 <b>A. (Witness reviews document.) I think...</b></p> <p>14 Q. So your answer is that's correct? There's</p> <p>15 nowhere in the SPA --</p> <p>16 <b>A. No, no. Please, let me answer. I think</b></p> <p>17 <b>Exhibit 7 is a misrepresentation that that's the</b></p> <p>18 <b>entire contract.</b></p> <p>19 Q. We're not talking about Exhibit 7. Look at</p> <p>20 Exhibit 4, the SPA involving The SAFETY HOUSE,</p> <p>21 right there.</p> <p>22 Isn't it true that nowhere in the SPA</p> <p>23 with The SAFETY HOUSE is there any disclosure that</p> <p>24 you're acting only as the attorney for the seller?</p>	<p style="text-align: right;">Page 89</p> <p>1 seven, eight does it say seller's attorney is only</p> <p>2 acting as seller's attorney?</p> <p>3 It doesn't say that. Right?</p> <p>4 <b>A. So when you represent one party to a</b></p> <p>5 <b>contract, you represent all of them. Is that what</b></p> <p>6 <b>you're saying?</b></p> <p>7 Q. No. When the other party to the contract</p> <p>8 sends you, the seller's attorney, instead of the</p> <p>9 seller \$2 million, I think you need to just --</p> <p>10 there's no disclosure in here that the \$2 million</p> <p>11 you received is only as seller's attorney.</p> <p>12 Correct?</p> <p>13 <b>A. There's no -- you're right. You're reading</b></p> <p>14 <b>the document correctly other than the fact that it</b></p> <p>15 <b>discloses that I am seller's attorney in two</b></p> <p>16 <b>places, at least.</b></p> <p>17 Q. And nowhere in this SPA is there any</p> <p>18 disclaimer or disclosure that you have no duty or</p> <p>19 responsibility to a purchaser, like SAFETY HOUSE,</p> <p>20 who is wiring almost \$2 million into your law</p> <p>21 firm's attorney trust account. Correct?</p> <p>22 <b>A. It's a two-page contract. There's a lot of</b></p> <p>23 <b>things that aren't in there.</b></p> <p>24 Q. That's one of the things that aren't in</p>

23 (Pages 86 to 89)

<p style="text-align: right;">Page 90</p> <p>1 there. Right?</p> <p>2 <b>A. I guess it either is or is not. Right? The</b></p> <p>3 <b>words speak for themselves.</b></p> <p>4 Q. It's not in there. Right?</p> <p>5 <b>A. No. It says I'm seller's attorney in there.</b></p> <p>6 Q. Point to me where in the SPA or its exhibits</p> <p>7 where it says, I have no fiduciary obligation or</p> <p>8 other obligation -- I have no fiduciary duty or</p> <p>9 other obligation to you, The SAFETY HOUSE?</p> <p>10 <b>A. First of all, I'm not a party to the</b></p> <p>11 <b>agreement. My signature and my signature line is</b></p> <p>12 <b>not on the agreement. I'm not a party to the</b></p> <p>13 <b>agreement, period.</b></p> <p>14 Q. Maybe you didn't understand my question so</p> <p>15 I'll make it clearer.</p> <p>16 <b>MR. LAVER:</b> He's still answering it.</p> <p>17 <b>THE WITNESS:</b> I'm answering it.</p> <p>18 <b>MR. LIGHTMAN:</b> I didn't ask whether</p> <p>19 he's a signatory.</p> <p>20 <b>BY MR. LIGHTMAN:</b></p> <p>21 Q. I said show me where in this agreement that</p> <p>22 you drafted, that you edited, show me where in this</p> <p>23 agreement it says, SAFETY HOUSE, the buyer, I have</p> <p>24 no fiduciary duty or obligation to you.</p>	<p style="text-align: right;">Page 92</p> <p>1 Even though you're not --</p> <p>2 <b>A. How can I make a representation when I'm not</b></p> <p>3 <b>a party to the contract?</b></p> <p>4 Q. All you had to do was put the escrow agent</p> <p>5 receiving the funds has no fiduciary duty or</p> <p>6 obligation to the purchaser.</p> <p>7 You could have included a sentence</p> <p>8 like that in the agreement. Correct?</p> <p>9 <b>A. So could you have.</b></p> <p>10 Q. You could have included that in your</p> <p>11 agreement that you drafted and edited. Correct?</p> <p>12 <b>A. So could you have, yes.</b></p> <p>13 Q. I couldn't have because I didn't even know</p> <p>14 about this until February.</p> <p>15 In the agreement that you drafted and</p> <p>16 created it does not contain any language informing</p> <p>17 the purchaser that the escrow agent receiving the</p> <p>18 funds has no fiduciary duty or obligation to the</p> <p>19 purchaser wiring the money into the seller's</p> <p>20 attorney's escrow account. Correct?</p> <p>21 <b>A. There was no escrow agreement.</b></p> <p>22 Q. There's no sentence in the SPA that says</p> <p>23 that Sternberg &amp; Associates, PC has no fiduciary</p> <p>24 duty or obligation to the purchaser. Correct?</p>
<p style="text-align: right;">Page 91</p> <p>1 <b>A. Again, you keep on saying "I." I'm not a</b></p> <p>2 <b>party to the agreement. I'm a lawyer.</b></p> <p>3 Q. Right. You could have, if you wanted to,</p> <p>4 include a reference in here that says, seller --</p> <p>5 excuse me -- buyer, the seller's attorney, who also</p> <p>6 is getting your money in escrow, has no fiduciary</p> <p>7 duty or obligation to you.</p> <p>8 There's no words in that agreement you</p> <p>9 drafted and/or edited to that effect. Right?</p> <p>10 <b>A. It says what it says.</b></p> <p>11 Q. You can't point to anywhere in that</p> <p>12 agreement where you inform the buyer that you have</p> <p>13 no fiduciary obligation to the buyer. Correct?</p> <p>14 <b>MR. LAVER:</b> Objection.</p> <p>15 <b>THE WITNESS:</b> It says what it says.</p> <p>16 <b>BY MR. LIGHTMAN:</b></p> <p>17 Q. I'm not asking -- does it say that in the</p> <p>18 agreement?</p> <p>19 <b>A. Does it say...</b></p> <p>20 Q. Does it say Sternberg and/or the law firm</p> <p>21 has no fiduciary duty or obligation to the buyer?</p> <p>22 <b>A. I'm not a party to the contract.</b></p> <p>23 Q. I'll repeat the question. I didn't ask</p> <p>24 whether you were a party to the contract.</p>	<p style="text-align: right;">Page 93</p> <p>1 <b>A. The contract doesn't say that.</b></p> <p>2 Q. Thank you. And you never told the buyer at</p> <p>3 any time I have no fiduciary duty or obligation to</p> <p>4 you, even though you're sending me almost \$2</p> <p>5 million of funds. Correct?</p> <p>6 <b>A. I never spoke to the client, your client.</b></p> <p>7 Q. So the answer to my question is that is</p> <p>8 correct, Gary, I never made that disclosure to the</p> <p>9 purchaser. Right?</p> <p>10 <b>A. If I never spoke with him, I couldn't make</b></p> <p>11 <b>that representation.</b></p> <p>12 Q. Thank you. Now, go to paragraph five of the</p> <p>13 SPA. It says, quote, "The Buyer shall transfer the</p> <p>14 above-mentioned funds" -- and that's a reference to</p> <p>15 \$1,965,600 -- "to the Seller's Attorney Escrow</p> <p>16 Account listed in Exhibit B." Correct?</p> <p>17 <b>A. Well, it's the above-mentioned funds but,</b></p> <p>18 <b>yes, to seller's attorney escrow account meaning --</b></p> <p>19 <b>Q. Listed in Exhibit B. Correct?</b></p> <p>20 <b>A. Correct.</b></p> <p>21 Q. And Exhibit B to the SPA is titled "Exhibit</p> <p>22 B - Escrow Account Manfred Sternberg Jr. Attorney</p> <p>23 at Law IOLTA-Trust Account Wire Instructions."</p> <p>24 Correct?</p>

24 (Pages 90 to 93)

USDC, ED of PA

American Environmental Ent. v. Manfred Sternberg, Esq., et al.

Wednesday

No. 2:22-CV-0688 (JMY)

Deposition of Manfred Sternberg, Esq.

February 7, 2024

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1 **A. Correct.**

2 Q. We're back to paragraph 6: "Once the  
3 transferred funds have cleared in the Seller's  
4 account, Bill of Sale (Exhibit D) shall be provided  
5 and Seller will deliver the Goods to a common  
6 carrier with instructions to deliver the Goods to  
7 the location(s) as directed by Buyer."

8 Do you see that?

9 **A. Yes.**

10 Q. And then it says, quote, "Title transfer  
11 shall happen contemporaneously with funds being  
12 released to Seller." Right?

13 **A. Correct.**

14 Q. So under this agreement, the title transfer,  
15 meaning the transfer of title to the goods that the  
16 buyer is purchasing, shall happen contemporaneously  
17 with the funds being released from your attorney  
18 escrow account to the seller. Correct?

19 **A. Correct.**

20 Q. Okay. It clearly states that the funds get  
21 released contemporaneously with the title transfer.  
22 Right?

23 **A. Correct.**

24 Q. And there's no separate escrow agreement

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1 to you.

2 You said you have no knowledge of that  
3 but that's what my client will testify to when Seth  
4 gets around to deposing him. Okay?

5 So your job, as the person holding  
6 these funds in escrow, is to make sure that, quote,  
7 "Title transfer shall happen contemporaneously with  
8 the funds being released to Seller." Correct?

9 **A. That's what it says.**

10 Q. Now, you can't just disburse those funds  
11 from your escrow account for any reason. Right?

12 **A. That's not correct.**

13 Q. You can disburse those funds from escrow for  
14 any reason?

15 **A. Well, for some reasons.**

16 Q. No, no.

17 **A. You said any reason. There's some reasons  
18 that I can.**

19 Q. You cannot just disburse those funds from  
20 your attorney escrow account for any reason.  
21 Correct?

22 **A. For some reasons, yes. When you say any,  
23 that could be -- that includes some.**

24 **MR. LAVER:** Just rephrase the

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1 outside of the SPA regarding your receipt of  
2 disbursement of funds that a purchaser, like SAFETY  
3 HOUSE, sends to your attorney escrow account.  
4 Correct?

5 **A. This is the only agreement, correct.**

6 Q. And that paragraph defines your fiduciary  
7 duty as the escrow agent receiving funds into your  
8 attorney escrow account from a purchaser like  
9 SAFETY HOUSE. Correct?

10 **A. I don't believe that's correct.**

11 Q. So what does it mean "Title transfer shall  
12 happen contemporaneously with funds being released  
13 to Seller"? What does that mean?

14 **A. Are you asking a legal conclusion?**

15 Q. No. I'm asking what's your understanding?

16 You're acting as a person whose  
17 attorney escrow account is receiving almost \$2  
18 million in funds from my client as a purchaser.  
19 Right?

20 **A. Correct.**

21 Q. My client has been told by the seller the  
22 reason we're going to use Manfred is he's going to  
23 make sure that your funds don't get disbursed until  
24 you have title to the goods and they're in transit

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1 question, Gary.

2 BY MR. LIGHTMAN:

3 Q. You have to disburse the funds from your  
4 attorney escrow account in accordance with the  
5 terms of the SPA. Correct?

6 **A. Correct.**

7 Q. And isn't it true the main purpose of a  
8 purchaser, like The SAFETY HOUSE or VRC, sending  
9 the purchase price into your attorney escrow  
10 account instead of giving those funds outright to a  
11 seller is to make sure that paragraph six is  
12 adhered to, namely, quote, "Title transfer shall  
13 happen contemporaneously with the funds being  
14 released to Seller." Correct?

15 **A. Well, you're omitting Exhibit E, but there's  
16 Exhibit E as well.**

17 Q. But this says, "Title transfer shall happen  
18 contemporaneously with the funds being released."  
19 Correct?

20 **A. Correct, but then "Exhibit E attached hereto  
21 is incorporated..."**

22 Q. Look at Exhibit E.

23 **A. Let's see. Okay.**

24 Q. This sets forth Standard Operating

25 (Pages 94 to 97)

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(800) 636-8283

<p style="text-align: right;">Page 98</p> <p>1 Procedure. Correct?</p> <p>2 <b>A. Correct.</b></p> <p>3 Q. One is consistent with the terms of the SPA.</p> <p>4 Correct?</p> <p>5 <b>A. Correct.</b></p> <p>6 Q. Two is consistent with the terms of the SPA.</p> <p>7 Correct?</p> <p>8 <b>A. Correct.</b></p> <p>9 Q. Three is consistent with the terms of the</p> <p>10 SPA. Correct?</p> <p>11 <b>A. Correct.</b></p> <p>12 Q. Four of the Standard Operating Procedure is</p> <p>13 inconsistent with the clear and unambiguous</p> <p>14 language in Section 6. Correct?</p> <p>15 <b>A. No, that's not correct.</b></p> <p>16 Q. You can release the funds to seller before</p> <p>17 title transfer is sent to the buyer?</p> <p>18 <b>A. "Purchase price funds released to Seller."</b></p> <p>19 Q. Six says, quote, "Title transfer shall</p> <p>20 happen contemporaneously with the funds being</p> <p>21 released to Seller." Correct?</p> <p>22 <b>A. So maybe four and five need to be just four.</b></p> <p>23 Q. Well, maybe if you read four, five, six, and</p> <p>24 seven together as all happening at once, that's</p>	<p style="text-align: right;">Page 100</p> <p>1 <b>A. That's what it says.</b></p> <p>2 Q. Seven is "Seller to provide Buyer with the</p> <p>3 Bill of Lading and executed Bill of Sale..."</p> <p>4 Right?</p> <p>5 <b>A. Yes.</b></p> <p>6 Q. That is inconsistent with, quote, "Title</p> <p>7 transfer shall happen contemporaneously with the</p> <p>8 funds being released to Seller," if these steps are</p> <p>9 taken in the order listed here, four, five, six and</p> <p>10 seven. Correct?</p> <p>11 <b>A. I don't think so.</b></p> <p>12 Q. Well, how can you have a title transfer</p> <p>13 before the funds being released? Under SOP the</p> <p>14 funds are released before title transfer. Correct?</p> <p>15 <b>A. I don't think that says before.</b></p> <p>16 Q. You're right. These are just steps one,</p> <p>17 two, three, four, five, six and seven.</p> <p>18 It doesn't say one has to happen</p> <p>19 before two has to happen before three has to happen</p> <p>20 and before four and so on. Correct?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. If you read four, five, six and seven</p> <p>23 together as all happening at the same time, that is</p> <p>24 consistent with the statement in paragraph six,</p>
<p style="text-align: right;">Page 99</p> <p>1 consistent with the language in paragraph six.</p> <p>2 Correct?</p> <p>3 <b>A. No. Paragraph six incorporates Exhibit E.</b></p> <p>4 Q. Right. But paragraph six says -- right</p> <p>5 before it incorporates it it says, "Title transfer</p> <p>6 shall happen contemporaneously with the funds being</p> <p>7 released to Seller." Correct?</p> <p>8 <b>A. That's what it says.</b></p> <p>9 Q. Under SOP, Exhibit E, you have the funds</p> <p>10 being released before the goods are released to the</p> <p>11 common carrier. Correct?</p> <p>12 <b>A. It says, "Purchase price funds released to</b></p> <p>13 <b>Seller."</b></p> <p>14 Q. That's number four. Right?</p> <p>15 <b>A. Yeah.</b></p> <p>16 Q. Then five says, "Title Transfer to Goods to</p> <p>17 the Buyer..." Correct?</p> <p>18 <b>A. Correct.</b></p> <p>19 Q. According to the SOP, the funds are released</p> <p>20 to the seller as item four. Five is the title</p> <p>21 transfer to the goods to the buyer. Right?</p> <p>22 <b>A. Correct.</b></p> <p>23 Q. Six is "Goods delivered to common</p> <p>24 carrier..." Right?</p>	<p style="text-align: right;">Page 101</p> <p>1 quote, "Title transfer shall happen</p> <p>2 contemporaneously with the funds being released to</p> <p>3 Seller." Correct?</p> <p>4 <b>A. I don't think so.</b></p> <p>5 Q. Let me tell you, if four happens before</p> <p>6 five, is that consistent with paragraph six the way</p> <p>7 you drafted it?</p> <p>8 <b>A. It might be.</b></p> <p>9 Q. So how is it that you can have the purchase</p> <p>10 price funds released to the seller before title</p> <p>11 transfer to the goods to the buyer? How does that</p> <p>12 make a title transfer contemporaneous with the</p> <p>13 release of funds?</p> <p>14 <b>A. Have you ever gone to a 7-Eleven and bought</b></p> <p>15 <b>a pack of gum? You give them the money. You take</b></p> <p>16 <b>the gum.</b></p> <p>17 Q. At the same time. Right?</p> <p>18 <b>A. No. You gave them the money first, didn't</b></p> <p>19 <b>you?</b></p> <p>20 Q. And at the same time you get the goods.</p> <p>21 Right? How about six? How about six?</p> <p>22 <b>A. Is that why you use two hands?</b></p> <p>23 Q. How can you have the purchase price -- so</p> <p>24 it's your testimony here under oath today that if</p>



<p style="text-align: right;">Page 102</p> <p>1 the purchase funds are released to the seller</p> <p>2 before title transfer to goods is to the buyer,</p> <p>3 before the goods is delivered to a common carrier</p> <p>4 and before the seller provides the buyer with a</p> <p>5 Bill of Lading and executed Bill of Sale, that that</p> <p>6 equals, quote, "Title transfer shall happen</p> <p>7 contemporaneously with the funds being released to</p> <p>8 the Seller?"</p> <p>9 That's your sworn testimony here</p> <p>10 today?</p> <p>11 <b>A. No. I don't know what you -- no. I don't</b></p> <p>12 <b>know what you said.</b></p> <p>13 Q. If item number four in the Exhibit E SOP</p> <p>14 happens before five, six and seven, is that a,</p> <p>15 quote, title transfer happening contemporaneously</p> <p>16 with the funds being released to the seller?</p> <p>17 <b>A. I don't know about six and seven but five.</b></p> <p>18 Q. Okay. So if four happens before six and</p> <p>19 seven, that's not consistent with, quote, "Title</p> <p>20 transfer shall happen contemporaneously with funds</p> <p>21 being released to Seller." Correct?</p> <p>22 <b>A. No, I disagree with you.</b></p> <p>23 Q. So how is it that the funds can be released</p> <p>24 to seller before the buyer gets a Bill of Lading</p>	<p style="text-align: right;">Page 104</p> <p>1 he's buying. Right?</p> <p>2 <b>A. I mean, you're asking me to make a legal</b></p> <p>3 <b>conclusion?</b></p> <p>4 Q. What's your understanding, not a legal</p> <p>5 conclusion. You're a lawyer. You're a business</p> <p>6 lawyer. You hold yourself out as a Texas business</p> <p>7 lawyer.</p> <p>8 Is there any other way a buyer takes</p> <p>9 title to goods other than getting a Bill of Sale or</p> <p>10 actual possession of the goods?</p> <p>11 <b>A. I don't have an opinion. I don't know.</b></p> <p>12 Q. You don't know?</p> <p>13 <b>A. I'd have to look in the law.</b></p> <p>14 Q. You don't know, okay.</p> <p>15 So if he doesn't have a Bill of -- how</p> <p>16 does the buyer know the goods are in transit to</p> <p>17 him, either by getting them or getting a Bill of</p> <p>18 Lading. Correct?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. Okay. So if he doesn't have a Bill of</p> <p>21 Lading and he doesn't have a Bill of Sale and he</p> <p>22 doesn't have possession of the goods, how is it</p> <p>23 that title transfer can happen contemporaneously</p> <p>24 with the funds being released to seller, which is</p>
<p style="text-align: right;">Page 103</p> <p>1 and a Bill of Sale?</p> <p>2 <b>A. Because that's what the agreement says.</b></p> <p>3 Q. No, no, that's what the SOP says. The</p> <p>4 agreement says, quote -- how does title transfer</p> <p>5 occur? Isn't it true that a Bill of Sale evidences</p> <p>6 title transfer?</p> <p>7 <b>A. It evidences it but it doesn't make it.</b></p> <p>8 Q. What else makes a title transfer of the</p> <p>9 goods?</p> <p>10 <b>A. Possession.</b></p> <p>11 Q. Okay. So what else? Besides the purchaser</p> <p>12 getting possession of the goods, besides the</p> <p>13 purchaser getting a Bill of Sale, what else</p> <p>14 evidences transfer of title to goods that the</p> <p>15 purchaser under this SPA buys?</p> <p>16 <b>A. I would think the SPA itself says that.</b></p> <p>17 Q. This is an agreement of how the transfer is</p> <p>18 to occur. Correct?</p> <p>19 <b>A. Correct.</b></p> <p>20 Q. He can't run into court with the SPA and</p> <p>21 say, I own these goods. Correct?</p> <p>22 <b>A. (No response.)</b></p> <p>23 Q. He needs either possession of the goods or a</p> <p>24 Bill of Sale to evidence his ownership of the goods</p>	<p style="text-align: right;">Page 105</p> <p>1 what paragraph six says, if the funds are released</p> <p>2 to seller before the Bill of Sale and Bill of</p> <p>3 Lading is supplied to the buyer?</p> <p>4 <b>A. What's the question?</b></p> <p>5 <b>MR. LIGHTMAN:</b> Please repeat the</p> <p>6 question.</p> <p>7 (The court reporter read back the</p> <p>8 following:</p> <p>9 "Q. So if he doesn't have a Bill of</p> <p>10 Lading and he doesn't have a Bill of Sale and he</p> <p>11 doesn't have possession of the goods, how is it</p> <p>12 that title transfer can happen contemporaneously</p> <p>13 with the funds being released to seller, which is</p> <p>14 what paragraph six says, if the funds are released</p> <p>15 to seller before the Bill of Sale and Bill of</p> <p>16 Lading is supplied to the buyer?")</p> <p>17 <b>THE WITNESS:</b> Because the contract</p> <p>18 says so.</p> <p>19 <b>BY MR. LIGHTMAN:</b></p> <p>20 Q. And that's your answer?</p> <p>21 <b>MR. LAVER:</b> Is that funny?</p> <p>22 <b>MR. SCULLY:</b> Yes.</p> <p>23 <b>MR. LAVER:</b> You're not under oath.</p> <p>24 Stop.</p>

Page 106	Page 108
<p>1 <b>MR. LIGHTMAN:</b> Please testify like</p> <p>2 this at trial.</p> <p>3 <b>BY MR. LIGHTMAN:</b></p> <p>4 Q. Look at paragraph 8 of the SPA. Paragraph 8</p> <p>5 of the SPA says, "The Seller agrees to coordinate</p> <p>6 and pay for common carrier transportation to</p> <p>7 deliver the Goods from the Seller's warehouse to</p> <p>8 Buyer..."</p> <p>9 Do you see that?</p> <p>10 <b>A. I see that.</b></p> <p>11 Q. When you drafted this or edited it, what was</p> <p>12 the seller's warehouse you were referring to?</p> <p>13 <b>A. I don't know.</b></p> <p>14 Q. But you wrote these words. Right?</p> <p>15 <b>A. I may have drafted it, but the parties</b></p> <p>16 <b>agreed to it.</b></p> <p>17 Q. You represented that the seller had a</p> <p>18 warehouse in paragraph eight of this, didn't you?</p> <p>19 <b>A. I didn't make any representations at all in</b></p> <p>20 <b>this agreement because I'm not -- because I'm not a</b></p> <p>21 <b>party to the agreement.</b></p> <p>22 Q. When you drafted this SPA that the parties</p> <p>23 to the agreement used, including your client, as</p> <p>24 the seller, and my client, as the person who</p>	<p>1 has. Right?</p> <p>2 <b>MR. LAVER:</b> Objection to form.</p> <p>3 <b>THE WITNESS:</b> Again, I'm not leading</p> <p>4 him to believe anything.</p> <p>5 <b>BY MR. LIGHTMAN:</b></p> <p>6 Q. Okay. In paragraph eight of the SPA that</p> <p>7 you created where is your client coordinating and</p> <p>8 paying for the common carrier to deliver the goods</p> <p>9 from?</p> <p>10 <b>A. It says from the seller's warehouse.</b></p> <p>11 Q. Okay. And who drafted those words?</p> <p>12 <b>A. I drafted it.</b></p> <p>13 Q. You drafted it. And you're aware that Gary</p> <p>14 Weiss offered to make a refund when he couldn't</p> <p>15 deliver the goods. Correct?</p> <p>16 <b>A. He said a lot of things, yeah.</b></p> <p>17 Q. He said that to you. Right?</p> <p>18 <b>A. He probably did, yeah.</b></p> <p>19 Q. Where in your letter to the Bar do you say,</p> <p>20 by the way, when the supplier that my client</p> <p>21 engaged to deliver goods couldn't deliver them, he</p> <p>22 offered to make a refund?</p> <p>23 You don't say that anywhere, do you?</p> <p>24 <b>A. I don't see it in the contract.</b></p>
Page 107	Page 109
<p>1 transferred \$2 million into your attorney escrow</p> <p>2 account, what were you referring to when you said</p> <p>3 the seller is going to coordinate and pay the</p> <p>4 common carrier transportation to deliver the goods</p> <p>5 from the seller's warehouse to buyer?</p> <p>6 What were you referring to?</p> <p>7 <b>A. To the seller's warehouse.</b></p> <p>8 Q. Where is that located?</p> <p>9 <b>A. You'd have to ask the seller.</b></p> <p>10 Q. It's your client. Right?</p> <p>11 <b>A. Yeah. I don't know everything about my</b></p> <p>12 <b>client. Do you?</b></p> <p>13 Q. Does your seller have a warehouse?</p> <p>14 <b>A. I don't know.</b></p> <p>15 Q. You don't know.</p> <p>16 <b>A. I assume he does.</b></p> <p>17 Q. Okay. Did you ever ask Sam, where is your</p> <p>18 warehouse?</p> <p>19 <b>A. I don't recall.</b></p> <p>20 Q. In this SPA that you created, excuse me,</p> <p>21 that you drafted and/or edited you are leading the</p> <p>22 seller to believe that -- excuse me -- you're</p> <p>23 leading the buyer, like The SAFETY HOUSE, to</p> <p>24 believe that there's a warehouse that the seller</p>	<p>1 Q. No, no, in your letter to the Bar.</p> <p>2 <b>A. Oh, in the letter. We're back on the letter</b></p> <p>3 <b>to the Bar. Okay. What's your question?</b></p> <p>4 Q. In your letter to the Bar, Deposition</p> <p>5 Exhibit...</p> <p>6 <b>A. 6.</b></p> <p>7 Q. ...6, isn't it true that nowhere in here do</p> <p>8 you tell the Texas Bar when Gary Weiss or ASolar</p> <p>9 couldn't deliver the goods, he offered to refund</p> <p>10 the money we gave him? Correct?</p> <p>11 <b>A. It's either in there or it's not. I don't</b></p> <p>12 <b>know. But if it's not in there, maybe I didn't</b></p> <p>13 <b>think it was relevant to the matter at hand.</b></p> <p>14 Q. You didn't think it was relevant to tell the</p> <p>15 Texas Bar that -- you wrote in here on page 4 of</p> <p>16 your letter to the Bar, you say, "Mr. Gary Weiss</p> <p>17 assured the undersigned repeatedly by email, text</p> <p>18 and verbally that the product was en route and</p> <p>19 being delivered immediately."</p> <p>20 Here's an example and you give him a</p> <p>21 February 10th email from Gary to you and Sam.</p> <p>22 Right?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. On the bottom of this page 4 you say, "In</p>

28 (Pages 106 to 109)



<p style="text-align: right;">Page 110</p> <p>1 fact, the Goods described in the SPA began being</p> <p>2 delivered to Safety House at the location provided</p> <p>3 in the SPA on March 29, 2022."</p> <p>4 Do you see that?</p> <p>5 <b>A. Yes.</b></p> <p>6 Q. The last paragraph. The goods that you had</p> <p>7 delivered, you and/or Sam had delivered to SAFETY</p> <p>8 HOUSE, did they come from Gary Weiss?</p> <p>9 <b>A. First of all, I don't deliver anything. I'm</b></p> <p>10 <b>a lawyer.</b></p> <p>11 Q. The goods that your client had delivered to</p> <p>12 The SAFETY HOUSE on March 29, 2022, did they come</p> <p>13 from Gary Weiss?</p> <p>14 <b>A. I don't know.</b></p> <p>15 Q. You don't know. You sent the Bill of Lading</p> <p>16 to me saying here's the Bill of Lading for the</p> <p>17 first shipment. Right?</p> <p>18 <b>A. That's what the Bill of Lading says.</b></p> <p>19 Q. How did you get the Bill of Lading?</p> <p>20 <b>A. I'm sure I got it from either Gary or from</b></p> <p>21 <b>Sam.</b></p> <p>22 Q. Did you send us the transmittal? You sent</p> <p>23 me the Bill of Lading. Where in your documents do</p> <p>24 you say, here's the transmittal of that Bill of</p>	<p style="text-align: right;">Page 112</p> <p>1 <b>A. That would be one way.</b></p> <p>2 Q. Or letter. Right?</p> <p>3 <b>A. That would be one way.</b></p> <p>4 <b>MR. LIGHTMAN:</b> I request you find the</p> <p>5 means of transmittal of that Bill of Lading and</p> <p>6 supply that to us.</p> <p>7 <b>BY MR. LIGHTMAN:</b></p> <p>8 Q. On page 5, third paragraph down, you say,</p> <p>9 "Mr. Gross further states that ASOLAR owned over</p> <p>10 300,000 iHealth COVID Test Kits and Charlton bought</p> <p>11 such test kits from ASOLAR for resale."</p> <p>12 Do you see that?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. "Thereafter the product was fully paid for</p> <p>15 under ASOLAR Invoice 10054, Exhibit B." Correct?</p> <p>16 <b>A. Correct.</b></p> <p>17 Q. And if you look at Exhibit B, that's an</p> <p>18 invoice dated January 26, 2022 to you or from</p> <p>19 ASolar to Charlton for \$2,131,900. Correct?</p> <p>20 <b>A. That's what it looks like, yes.</b></p> <p>21 Q. If you look at the third paragraph of your</p> <p>22 April 24 letter, you say -- even though you claim</p> <p>23 they fully paid for the product, the 2.1 million,</p> <p>24 you write, "Through no fault of Charlton and due to</p>
<p style="text-align: right;">Page 111</p> <p>1 Lading from either Gary or Sam to you?</p> <p>2 <b>MR. LAVER:</b> Objection. I don't</p> <p>3 understand what you just said.</p> <p>4 <b>BY MR. LIGHTMAN:</b></p> <p>5 Q. Well, you said, I got that Bill of Lading</p> <p>6 that I sent to you from either Gary or Sam. Right?</p> <p>7 <b>A. Probably, yes.</b></p> <p>8 Q. You never gave us the transmittal letter</p> <p>9 that shows how you came into possession of that</p> <p>10 Bill of Lading and I request that.</p> <p>11 <b>MR. LAVER:</b> Objection to form. Did we</p> <p>12 establish that there's a transmittal letter?</p> <p>13 <b>BY MR. LIGHTMAN:</b></p> <p>14 Q. How did you get it physically from Gary?</p> <p>15 You never met Sam. Right?</p> <p>16 <b>A. Correct.</b></p> <p>17 Q. You never met Gary. Right?</p> <p>18 <b>A. Correct.</b></p> <p>19 Q. So it had to have been sent to you by one of</p> <p>20 those two, not handed to you. Right?</p> <p>21 <b>A. One would assume, yes.</b></p> <p>22 Q. Either it would have been by text. Right?</p> <p>23 <b>A. That would be one way.</b></p> <p>24 Q. Or email. Right?</p>	<p style="text-align: right;">Page 113</p> <p>1 an unforeseen personnel and logistics problem</p> <p>2 caused solely by ASOLAR, ASOLAR was unable to</p> <p>3 deliver the product as it represented and agreed</p> <p>4 with Charlton."</p> <p>5 Do you see that?</p> <p>6 <b>A. That's paragraph 3 on page 5?</b></p> <p>7 Q. Yes.</p> <p>8 <b>A. That's what it says.</b></p> <p>9 Q. What unforeseen personnel and logistics</p> <p>10 problem are you talking about?</p> <p>11 <b>A. You'd have to ask Gary.</b></p> <p>12 Q. You don't know?</p> <p>13 <b>A. That's what he told me.</b></p> <p>14 Q. So when you told the Texas Bar there was an</p> <p>15 unforeseen personnel and logistics problem, you had</p> <p>16 no idea the factual basis behind that. Correct?</p> <p>17 <b>A. I had an idea of the factual basis.</b></p> <p>18 Q. What was the factual basis?</p> <p>19 <b>A. I was told that by either Gary and/or Sam.</b></p> <p>20 Q. Okay. It says, "ASOLAR was unable to</p> <p>21 deliver the product as it represented and agreed</p> <p>22 with Charlton." Correct?</p> <p>23 <b>A. Correct.</b></p> <p>24 Q. To your knowledge, did you subrogate any</p>

<p style="text-align: right;">Page 114</p> <p>1 product from ASolar to Gary Weiss?</p> <p>2 <b>A. I have no personal knowledge of what they</b></p> <p>3 <b>got.</b></p> <p>4 Q. When ASolar was unable to deliver the</p> <p>5 product as it represented and agreed to Charlton,</p> <p>6 isn't it true that Charlton said, I'll refund your</p> <p>7 money?</p> <p>8 <b>A. That may have been the discussions between</b></p> <p>9 <b>those two.</b></p> <p>10 Q. You were not privy to any of those</p> <p>11 discussions?</p> <p>12 <b>A. I may have been privy to some of them.</b></p> <p>13 Q. Okay. When that was brought up, Gary Weiss</p> <p>14 was told, no, we want -- give us gem stones and</p> <p>15 diamonds instead. Right?</p> <p>16 <b>A. You're condensing a period of time.</b></p> <p>17 Q. Yes, I am. Isn't that correct?</p> <p>18 <b>A. Ultimately, yes.</b></p> <p>19 Q. Isn't it true that you were the one that</p> <p>20 didn't want to take a refund from Gary Weiss;</p> <p>21 instead you wanted him to give you collateral?</p> <p>22 <b>A. Not my call.</b></p> <p>23 Q. Isn't it true you're the one that came up</p> <p>24 with that idea with your son?</p>	<p style="text-align: right;">Page 116</p> <p>1 <b>A. I don't know. Did Charlton offer a refund?</b></p> <p>2 Q. Sitting here today, do you know whether</p> <p>3 Charlton offered a refund?</p> <p>4 <b>A. They may have. I don't know.</b></p> <p>5 Q. Okay. Isn't it true that they eventually</p> <p>6 gave diamonds and gem stones worth \$4 million to</p> <p>7 Sam as collateral?</p> <p>8 <b>A. That's what they said.</b></p> <p>9 Q. You know that they gave those gem stones.</p> <p>10 Right?</p> <p>11 <b>A. No, that's what they said. I have no</b></p> <p>12 <b>personal knowledge of anything other than what they</b></p> <p>13 <b>told me.</b></p> <p>14 Q. Did you ever see the gem stones or diamonds?</p> <p>15 <b>A. No.</b></p> <p>16 Q. You got a list of them. Right?</p> <p>17 <b>A. Yeah.</b></p> <p>18 Q. You sent that list to Max and Molly. Right?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. So where here do you tell the Bar, by the</p> <p>21 way, when the supplier of our product couldn't come</p> <p>22 through, they gave us collateral worth \$4 million?</p> <p>23 <b>A. I don't know that that was part of the</b></p> <p>24 <b>Complaint that you won't show me.</b></p>
<p style="text-align: right;">Page 115</p> <p>1 <b>A. Correct. I said, don't let Gary get on the</b></p> <p>2 <b>plane without giving you some collateral.</b></p> <p>3 Q. Isn't it true that you and your son on</p> <p>4 President's Day came up with the idea that Gary</p> <p>5 should give gem stones and diamonds instead of a</p> <p>6 refund?</p> <p>7 <b>A. No.</b></p> <p>8 Q. And isn't it true that the reason you didn't</p> <p>9 want a refund of the money is you were going to</p> <p>10 lose your profit?</p> <p>11 <b>A. I had no profit. It was Sam's.</b></p> <p>12 Q. So that's not true?</p> <p>13 <b>A. That's not true.</b></p> <p>14 Q. And you're aware that you just made these</p> <p>15 statements under oath. Right?</p> <p>16 <b>A. I did.</b></p> <p>17 Q. So let's go back to your letter.</p> <p>18 Isn't it true that when Charlton was</p> <p>19 unable to deliver the product and offered a refund,</p> <p>20 you failed to tell that to the Texas Bar?</p> <p>21 <b>A. I don't think Charlton offered a refund, did</b></p> <p>22 <b>they?</b></p> <p>23 Q. So your testimony is they never offered a</p> <p>24 refund?</p>	<p style="text-align: right;">Page 117</p> <p>1 Q. Okay. But you don't think it important that</p> <p>2 the Texas Bar would want to know that when your</p> <p>3 supplier due to, quote, unforeseen personnel and</p> <p>4 logistics problems, end quote, couldn't come</p> <p>5 through with the collateral, that they instead</p> <p>6 gave -- with the product that they instead gave you</p> <p>7 collateral worth \$4 million?</p> <p>8 <b>A. They didn't give me anything.</b></p> <p>9 Q. Excuse me. Gave your client collateral</p> <p>10 worth \$4 million.</p> <p>11 <b>A. That's between my client and Gary, not the</b></p> <p>12 <b>grievance that was filed against me that you won't</b></p> <p>13 <b>show me.</b></p> <p>14 Q. You knew about it on April 24th. Right?</p> <p>15 <b>A. I knew a lot of things on April 24th.</b></p> <p>16 Q. You didn't disclose to the Texas Bar that</p> <p>17 your client, after transferring 2.5 million to Gary</p> <p>18 Weiss and/or his attorney, got back as collateral</p> <p>19 gem stones and diamonds in excess of that amount.</p> <p>20 Correct?</p> <p>21 <b>A. If it's not in there, it's not in there.</b></p> <p>22 Q. You didn't think it would be important or in</p> <p>23 fairness to paint a complete picture to the Texas</p> <p>24 Bar to tell them that your client got its money</p>

<p style="text-align: right;">Page 118</p> <p>1 back in collateral, more than its money back?</p> <p>2 <b>A. The complaint was by your client, not my</b></p> <p>3 <b>client.</b></p> <p>4 Q. You didn't think it important to disclose</p> <p>5 that to the Texas Bar, that your client got its</p> <p>6 collateral in excess of what it paid for the</p> <p>7 product?</p> <p>8 <b>A. No.</b></p> <p>9 Q. And when you say, last page, "You also</p> <p>10 should know that on information and belief, shortly</p> <p>11 before filing this grievance, Scully and Lightman</p> <p>12 engaged a person to impersonate a Federal FBI agent</p> <p>13 named Russell Stoner, who Lightman says he knows."</p> <p>14 Do you see that?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. Do you remember asking me about that?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. Do you remember me saying, what the heck are</p> <p>19 you talking about? I have no idea what you're</p> <p>20 talking about.</p> <p>21 <b>A. No.</b></p> <p>22 Q. You say I admitted that I knew the FBI</p> <p>23 agent?</p> <p>24 <b>A. You knew the name of the FBI agent, yes.</b></p>	<p style="text-align: right;">Page 120</p> <p>1 <b>of it, I don't know. I'd have to look.</b></p> <p>2 Q. I request that you --</p> <p>3 <b>A. But you knew. You said you knew him.</b></p> <p>4 Q. Isn't it true that you drafted a declaration</p> <p>5 that you wanted Gary Weiss to sign when you</p> <p>6 submitted to the Texas Bar?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. And he wouldn't sign it. Right?</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. Why wouldn't he sign it?</p> <p>11 <b>A. Because he's a liar, because he said one</b></p> <p>12 <b>thing. I documented it and then he wouldn't sign</b></p> <p>13 <b>it. And I said, forget it. You're just a liar.</b></p> <p>14 Q. Isn't it true that he didn't want to sign</p> <p>15 the declaration because it wasn't true?</p> <p>16 <b>A. That's not true. That's not true. It was</b></p> <p>17 <b>true.</b></p> <p>18 Q. That's not true. Now --</p> <p>19 <b>A. But I didn't sign it because it wasn't my</b></p> <p>20 <b>declaration. It was his.</b></p> <p>21 Q. In your letter to the Texas Bar --</p> <p>22 <b>A. Right.</b></p> <p>23 Q. -- you claim on February 1, page 3, you say,</p> <p>24 "Charlton received an invoice... for the goods that</p>
<p style="text-align: right;">Page 119</p> <p>1 Q. Wow.</p> <p>2 <b>A. Wow is what I thought.</b></p> <p>3 Q. Did you document that anywhere?</p> <p>4 <b>A. I probably wrote some notes to myself on it.</b></p> <p>5 Q. Where are the notes? Why didn't you produce</p> <p>6 them?</p> <p>7 <b>A. I don't know.</b></p> <p>8 <b>MR. LIGHTMAN:</b> I make a request that</p> <p>9 you produce those notes of our conversation.</p> <p>10 <b>BY MR. LIGHTMAN:</b></p> <p>11 Q. Because, sir, when you raised the FBI</p> <p>12 question to me, I told you I had no idea what you</p> <p>13 were talking about, didn't I?</p> <p>14 <b>A. I don't believe that.</b></p> <p>15 Q. When you raised that with me and asked if</p> <p>16 Dan Scully did, I said, I don't believe for a</p> <p>17 moment that he would have done that.</p> <p>18 Didn't I say that to you?</p> <p>19 <b>A. You might have said that.</b></p> <p>20 Q. But yet you --</p> <p>21 <b>A. But you didn't deny knowing him.</b></p> <p>22 Q. Okay. So you claim I knew him and you took</p> <p>23 notes of that?</p> <p>24 <b>A. I claim that you knew. Whether I took notes</b></p>	<p style="text-align: right;">Page 121</p> <p>1 were sold to various customers of Charlton...</p> <p>2 including Safety House, Scully's company." Right?</p> <p>3 <b>A. Yes.</b></p> <p>4 Q. Two paragraphs down you refer to that</p> <p>5 invoice as Exhibit B to your submission. Correct?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. And in your letter, second paragraph from</p> <p>8 the bottom --</p> <p>9 <b>A. What page?</b></p> <p>10 Q. Page five, you say, "A Manifest or Bill of</p> <p>11 Lading was provided to Charlton by ASOLAR on the</p> <p>12 letterhead of" --</p> <p>13 <b>A. That's not what page five says, second</b></p> <p>14 <b>paragraph.</b></p> <p>15 Q. Page three. Excuse me, page three.</p> <p>16 <b>A. You said page five. Correct?</b></p> <p>17 Q. Page 3, second to the bottom paragraph,</p> <p>18 quote, "A Manifest or Bill of Lading was provided</p> <p>19 to Charlton by ASOLAR on the letterhead of</p> <p>20 Available Movers &amp; Storage with a corporate address</p> <p>21 in Manhattan, New York. See Exhibit 'D' attached."</p> <p>22 Do you see that?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. And if you turn to Exhibit D, Exhibit D is</p>

<p style="text-align: right;">Page 122</p> <p>1 what you state is the Manifest or Bill of Lading.  2 Correct?  3 <b>A. Yes.</b>  4 <b>MR. LIGHTMAN:</b> Can we have this marked  5 as 8? Let's mark this 8A and 8B.  6 (Exhibit Sternberg 8A was marked for  7 identification.)  8 <b>THE WITNESS:</b> All right.  9 <b>BY MR. LIGHTMAN:</b>  10 Q. If you look at the second page of 8A, that's  11 the same exhibit you attached as Exhibit D to your  12 letter to the Bar. Right?  13  14 <b>MR. LAVER:</b> Pardon me. Where did this  15 exhibit come from?  16 <b>MR. LIGHTMAN:</b> I'm going to get to  17 that.  18 <b>MR. LAVER:</b> Has it been produced in  19 this litigation?  20 <b>MR. LIGHTMAN:</b> Yes, by Gary Weiss.  21 <b>MR. LAVER:</b> Okay.  22 <b>BY MR. LIGHTMAN:</b>  23 Q. If you look at Exhibit D to your letter, the  24 same document that's attached as Exhibit D to your</p>	<p style="text-align: right;">Page 124</p> <p>1 and Exhibit D of your letter to the Bar. Right?  2 They appear to be the same document?  3 <b>A. Not really, but I'll take your</b>  4 <b>representation.</b>  5 Q. Well, if you look at the line right below  6 where Available Movers is, on the copy that you  7 sent to the Bar and on the copy that's in 8A, it  8 appears to be a black line with no writing in it.  9 Correct?  10 <b>A. I'm not sure I know what you mean.</b>  11 Q. Well, can you read the writing that's in  12 Exhibit D to your letter right below the address?  13 <b>A. You mean "Gary Weiss, Long Distance</b>  14 <b>Estimate."</b>  15 Q. That's what it says on this page, yes. Is  16 it on that page?  17 <b>A. Yes, but my copy -- it looks like you've got</b>  18 <b>two agreeables at the top and you've got a</b>  19 <b>different one at the bottom. But, yeah, partially.</b>  20 Q. It's partially blocked it looks like, maybe  21 from copying or whatever reason, and you can't read  22 it on Exhibit D to your submission. Correct?  23 <b>A. It also doesn't have operation route but</b>  24 <b>I'll take your word for it.</b></p>
<p style="text-align: right;">Page 123</p> <p>1 letter to the Bar is the document shown on page 2,  2 the blue document, of this Exhibit 8A. Correct?  3 <b>A. It looks like that's one page of it.</b>  4 Q. Okay.  5 <b>A. But it's so small I can't see it on 8A, but</b>  6 <b>I'll take your representation.</b>  7 Q. Well, you don't have to.  8 <b>MR. LIGHTMAN:</b> Let's mark this as 8B,  9 which is a blow-up of it.  10 <b>MR. LAVER:</b> So this photograph was  11 something that was produced by Weiss?  12 <b>MR. LIGHTMAN:</b> Yep.  13 <b>MR. LAVER:</b> Whose handwriting is in  14 green?  15 <b>MR. LIGHTMAN:</b> Certainly not mine. I  16 would assume it's Weiss, but we'll find out next  17 Friday. I think it is.  18 <b>MR. LAVER:</b> Okay.  19 (Exhibit Sternberg 8B was marked for  20 identification.)  21 <b>THE WITNESS:</b> Okay.  22 <b>BY MR. LIGHTMAN:</b>  23 Q. So I'll represent to you that Exhibit 8B is  24 a blow-up of the same exhibit that's page 2 of 8A</p>	<p style="text-align: right;">Page 125</p> <p>1 Q. Okay. But if you look at the first page of  2 8A, when Gary Weiss originally sent this to me on  3 August 21st, he writes, quote, "Manfred blocked out  4 the name Gary Weiss? Playing stupid with his  5 question about the deposit."  6 Do you see that?  7 <b>A. No.</b>  8 Q. On the front page of Exhibit 8A.  9 <b>A. Who is that from?</b>  10 Q. That's from Gary Weiss to me when he sent me  11 the original document. And when I asked him can  12 you send me a cleaner copy of the document, one  13 that has the wording of it, that's what he sent me,  14 Exhibit -- well, that's what he produced,  15 Deposition Exhibit Sternberg 8B.  16 And it's marked Weiss 296. Do you see  17 that?  18 <b>A. I'm not sure what you're...</b>  19 Q. 8B.  20 <b>A. Where does it say 296? Point to it.</b>  21 Q. It says at the top, Weiss Document Number  22 296.  23 <b>A. Yes.</b>  24 Q. Do you see that?</p>

32 (Pages 122 to 125)

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<p>1 <b>A. Yes.</b></p> <p>2 Q. And in the line that you can't see in your</p> <p>3 Exhibit D submission, it doesn't say it's a Bill of</p> <p>4 Lading, does it?</p> <p>5 <b>A. Oh, I don't know that it ever says it's a</b></p> <p>6 <b>Bill of Lading, does it?</b></p> <p>7 Q. It doesn't say it's a manifest, does it?</p> <p>8 <b>A. I don't think it needs to.</b></p> <p>9 Q. Right after it says Gary Weiss, it says</p> <p>10 quote, Local Move Estimate, Estimate Number 714194.</p> <p>11 Do you see that?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. This is not a Bill of Lading. Correct?</p> <p>14 <b>A. I don't know that.</b></p> <p>15 Q. This is not a Manifest. Right?</p> <p>16 <b>A. I don't know that.</b></p> <p>17 Q. It's an estimate from Available Moving &amp;</p> <p>18 Storage to Gary Weiss for moving something from</p> <p>19 Staten Island, New Jersey to Farmingdale, New York.</p> <p>20 Correct?</p> <p>21 <b>A. It says what it says.</b></p> <p>22 Q. But you didn't tell the Bar on April 24th</p> <p>23 that it was a local move. You told the Bar this is</p> <p>24 a Manifest or a Bill of Lading. Correct?</p>	<p>1 Q. I'm sorry. It didn't have -- when Available</p> <p>2 Movers sent this, do you know whether it had the</p> <p>3 writing on there, the handwriting, or is that Gary</p> <p>4 Weiss adding the handwriting after?</p> <p>5 <b>A. Which handwriting?</b></p> <p>6 Q. At the bottom of Deposition Sternberg 8B, at</p> <p>7 the bottom of your Exhibit D, the writing where it</p> <p>8 shows the test kits and everything, do you know</p> <p>9 whether that was on this form from Available Moving</p> <p>10 &amp; Storage or whether Gary Weiss added that after</p> <p>11 the fact?</p> <p>12 <b>A. I don't know who added that.</b></p> <p>13 Q. Do you know whether it was on there when</p> <p>14 Available Movers issued it?</p> <p>15 <b>A. I don't know. 8B looks like a partial</b></p> <p>16 <b>document.</b></p> <p>17 Q. Okay. So tell me, why do you call this a</p> <p>18 Manifest or Bill of Lading in your letter to the</p> <p>19 Bar?</p> <p>20 <b>A. Again, because USDOT, I thought -- and it's</b></p> <p>21 <b>from a moving company and they're talking about</b></p> <p>22 <b>boxes of goods, inventory.</b></p> <p>23 <b>And, in fact, on page -- in Exhibit D</b></p> <p>24 <b>to my response to the grievance, it's got all that</b></p>
Page 127	Page 129
<p>1 <b>A. That's what I believed it to be.</b></p> <p>2 Q. If you had not blacked out where it says</p> <p>3 Local Move Estimate, you would see it doesn't say</p> <p>4 Bill of Lading. Right?</p> <p>5 <b>A. You know, I get a little aggravated with all</b></p> <p>6 <b>the misrepresentations you've made on the record</b></p> <p>7 <b>and they're all self-evident.</b></p> <p>8 <b>When you say I blacked this out,</b></p> <p>9 <b>you're just incorrect. I didn't black out</b></p> <p>10 <b>anything.</b></p> <p>11 Q. The copy that you submitted of this</p> <p>12 document, Deposition Sternberg 8B, to the Bar as</p> <p>13 Exhibit D, you can't read it says Local Move</p> <p>14 Estimate on your copy. Correct?</p> <p>15 <b>A. I didn't know that's what it said.</b></p> <p>16 Q. Why did you call it -- why did you represent</p> <p>17 to the Texas Bar that this was a Manifest or a Bill</p> <p>18 of Lading?</p> <p>19 <b>A. Because at the top it says USDOT and then</b></p> <p>20 <b>New York DOT. Department of Transportation is what</b></p> <p>21 <b>I assumed that to be, and it was from a moving and</b></p> <p>22 <b>storage company and it had a list of all the items.</b></p> <p>23 <b>I thought that was a Manifest. Maybe</b></p> <p>24 <b>you can correct me.</b></p>	<p>1 <b>writing --</b></p> <p>2 Q. Right.</p> <p>3 <b>A. -- on it.</b></p> <p>4 Q. Right. But you don't know whether that was</p> <p>5 added by someone after Available Movers issued</p> <p>6 this. Correct?</p> <p>7 <b>A. It certainly was added after they issued it</b></p> <p>8 <b>I would think. Right? Because --</b></p> <p>9 Q. They would have put it on there if it was.</p> <p>10 Right? I agree with you.</p> <p>11 But look at this clear version. You</p> <p>12 can clearly see this is not a Bill of Lading and</p> <p>13 not a Manifest. It says, Local Move Estimate.</p> <p>14 Correct?</p> <p>15 <b>A. That's what it says.</b></p> <p>16 Q. And there's a total estimate. Right?</p> <p>17 <b>A. That's what it says.</b></p> <p>18 Q. And it says, "Deposit 500, Make a Payment."</p> <p>19 Correct?</p> <p>20 <b>A. Where does it say that?</b></p> <p>21 Q. Right below where it says -- here's the</p> <p>22 total. And there's a line that says, Total</p> <p>23 Estimate. Right?</p> <p>24 <b>A. Yep, yep.</b></p>



<p style="text-align: right;">Page 130</p> <p>1 Q. On your submission to the Bar, the very 2 bottom of the page where it says 1 of 5, where you 3 have Exhibit D, right there. You're holding it in 4 your left hand. 5 Do you see where it says, "Deposit 6 \$500, Make a Payment"? 7 <b>A. Yeah.</b> 8 Q. Right above that line what does it say on 9 the copy you submitted to the Texas Bar? 10 <b>A. Subtotal 4,000.</b> 11 Q. But there's a line between Subtotal 4,000 12 and deposit \$500. Right? You can't read it on the 13 copy you submitted to the Bar but look at Exhibit 14 8B. What does that line say? 15 The line that's in green on 8B that 16 appears blacked out on the copy you submitted to 17 the Bar. What does that line say? 18 <b>A. It says -- on 8B it says, "Total Estimate, 19 \$4000."</b> 20 Q. Total Estimate. Can you see the words Total 21 Estimate on the copy you submitted to the Texas 22 Bar? 23 <b>A. No, because that's what I had. By the way, 24 in that email it calls it a Manifest. Gary calls</b></p>	<p style="text-align: right;">Page 132</p> <p>1 <b>Manifest. I don't know. But it does say Manifest.</b> 2 Q. You just assumed it was a Manifest. 3 Correct? Even though it says an estimate, Local 4 Move Estimate, you assumed it was a Manifest? 5 <b>A. Based on what I was told, correct.</b> 6 Q. Do you know why Gary wrote in 8A, "Manfred 7 blacked out the name Gary Weiss? Playing stupid 8 with his question about the deposit"? 9 <b>A. Because Gary is a liar and a perjurer and 10 cannot be trusted. Other than that, I don't know 11 why he would say that. And those are all my 12 opinions.</b> 13 Q. Isn't it true THS canceled this order? 14 <b>A. Who is THS?</b> 15 Q. The SAFETY HOUSE. I'm sorry. If I refer to 16 THS, that's The SAFETY HOUSE or SAFETY HOUSE. 17 Isn't it true THS canceled this order? 18 <b>A. It would be TSH. Right? You keep saying 19 TSH.</b> 20 Q. TSH. Isn't it true that SAFETY HOUSE 21 canceled this order on or about February 16th? 22 <b>A. I think they tried to cancel it, yes.</b> 23 Q. Tried to? Why do you say tried to? 24 <b>A. Because I don't know that it was effective.</b></p>
<p style="text-align: right;">Page 131</p> <p>1 <b>it a Manifest.</b> 2 Q. Where does he say this? 3 <b>A. In the first line.</b> 4 Q. Where is the email? 5 <b>A. On page 2 of 5 of Exhibit D. Maybe that's 6 why I called it a Manifest because he called it a 7 Manifest.</b> 8 Q. Where does it say that, please? 9 <b>A. In the first line, "Hi, Sam. All 10 arrangements have been made for shipping, usually 11 shipment will go out after Manifest within 48-72 12 hours."</b> 13 Q. After Manifest. He's not saying that this 14 is the Manifest. 15 <b>A. I assumed that it was because --</b> 16 Q. You assumed that it was. Right? 17 <b>A. If I could finish. In the attachments it 18 says, Manifest. That's from Gary to me. It says 19 Manifest twice in the attachments.</b> 20 Q. There's one, two, three, four different 21 Manifests. Right? One says NJNYPA Manifest. One 22 says, California Manifest. Correct? 23 <b>A. Correct, that's what it says. I don't know 24 what -- if that's a New Jersey Manifest or New York</b></p>	<p style="text-align: right;">Page 133</p> <p>1 <b>They said they wanted to cancel it.</b> 2 <b>MR. LIGHTMAN:</b> Can you mark this as 3 Deposition Exhibit 9, please. 4 (Exhibit Sternberg 9 was marked for 5 identification.) 6 <b>MR. LIGHTMAN:</b> Do you want to take a 7 break? I say we go until noon and then get some 8 lunch. 9 <b>THE WITNESS:</b> We can keep going. 10 <b>MR. LIGHTMAN:</b> Tell me when you're 11 ready. 12 <b>MR. LAVER:</b> Where did this one come 13 from? Was this produced during discovery? 14 <b>MR. LIGHTMAN:</b> As of right now there 15 was never a document request or Interrogatories 16 served on us. 17 <b>MR. LAVER:</b> I don't think that's 18 accurate. 19 <b>THE WITNESS:</b> All right. I'm ready. 20 <b>BY MR. LIGHTMAN:</b> 21 Q. I will represent to you that Deposition 22 Exhibit Sternberg 9 is the verbatim text exchange 23 between Dan Scully and Sam Gross sent on February 24 15th at 2:20 from Dan to Sam and Sam's response on</p>

<p style="text-align: right;">Page 134</p> <p>1 February 15th.</p> <p>2 In fact, do you have your phone with</p> <p>3 you?</p> <p>4 <b>A. Yeah, I do.</b></p> <p>5 <b>MR. LIGHTMAN:</b> Take out your phone and</p> <p>6 turn to the text of February 15 that you sent to</p> <p>7 Sam at 2:20.</p> <p>8 <b>MR. LAVER:</b> Note my objection to the</p> <p>9 use of this exhibit. You can ask questions about</p> <p>10 it, but I think it's entirely improper.</p> <p>11 <b>MR. SCULLY:</b> I have to find them.</p> <p>12 <b>MR. LAVER:</b> Why don't you ask your</p> <p>13 questions and if we want, we can take a look over</p> <p>14 break. We don't have the time.</p> <p>15 <b>MR. LIGHTMAN:</b> That's fair enough.</p> <p>16 <b>MR. LAVER:</b> Dan, don't worry about it.</p> <p>17 <b>BY MR. LIGHTMAN:</b></p> <p>18 Q. So Dan Scully sent Sam Gross a text on</p> <p>19 February 15th at 2:20 that says, quote, "Sam, just</p> <p>20 spoke to my attorney and he is insisting that u or</p> <p>21 Manfred call him right away. I lost over a million</p> <p>22 dollars in business because of you and Manfred.</p> <p>23 "My attorney is going to file lawsuit</p> <p>24 today, CRIMINAL lawsuit against u personally" and</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. Do you have any reason to dispute what Sam</p> <p>2 is writing back to Scully?</p> <p>3 <b>A. I don't know what Sam means or is saying. I</b></p> <p>4 <b>have no idea. You'd have to ask Sam.</b></p> <p>5 Q. But you have no facts to dispute that your</p> <p>6 client telling the purchaser if he wants the</p> <p>7 contract void and the funds back, write to Manfred</p> <p>8 and ask him that?</p> <p>9 <b>A. That's between the buyer and the seller it</b></p> <p>10 <b>looks like.</b></p> <p>11 Q. The second email says, quote, "Making such</p> <p>12 statements? This is extortion for something that I</p> <p>13 didn't even received. If you want to cancel the</p> <p>14 transaction? And you want a refund?</p> <p>15 "All you have to do is have your</p> <p>16 attorney contact Manfred with a formal request so</p> <p>17 Manfred can issue him a refund."</p> <p>18 Did I read that correctly?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. Do you have any reason to dispute that</p> <p>21 that's what Sam Gross was telling Dan Scully to do</p> <p>22 if he wanted to cancel the contract?</p> <p>23 <b>A. That's between Sam and -- the buyer and the</b></p> <p>24 <b>seller.</b></p>
<p style="text-align: right;">Page 135</p> <p>1 then he states my name and phone number.</p> <p>2 Did I read that accurately?</p> <p>3 <b>A. Yes.</b></p> <p>4 Q. And at the break you can confirm with my</p> <p>5 client's phone that that's what it says.</p> <p>6 And then Sam texted back to Dan five</p> <p>7 minutes later two texts. The first says, quote,</p> <p>8 "The funds was sent to Manfred. Not me. Your</p> <p>9 lawyer can file whatever he likes. But I am not</p> <p>10 holding the funds. Manfred is. So this is a funny</p> <p>11 statement.</p> <p>12 "You wired money to Manfred per the</p> <p>13 contract. If you wish to cancel the contract? You</p> <p>14 need to have your lawyer email Manfred stating he</p> <p>15 represents you. And he wants the contract void and</p> <p>16 funds back. And then Manfred can refund him."</p> <p>17 Do you see that?</p> <p>18 <b>A. I see that.</b></p> <p>19 Q. So this is your client telling Sam -- Sam</p> <p>20 telling Dan if he wants to cancel, tell Manfred he</p> <p>21 wants the contract void and the funds back and</p> <p>22 Manfred can refund him.</p> <p>23 Do you see that?</p> <p>24 <b>A. I see that.</b></p>	<p style="text-align: right;">Page 137</p> <p>1 Q. So you have nothing to dispute what the</p> <p>2 buyer -- what the seller is telling the buyer.</p> <p>3 Correct?</p> <p>4 <b>A. Well, I don't know that I had the money at</b></p> <p>5 <b>that point.</b></p> <p>6 Q. This is February 15th. Okay?</p> <p>7 <b>A. I think we had given the money to Gary by</b></p> <p>8 <b>then.</b></p> <p>9 Q. Then he continues, quote, "Manfred is not</p> <p>10 calling your lawyer" -- I'm sorry.</p> <p>11 Is it your testimony that on February</p> <p>12 15 you did not have at least \$2 million in your</p> <p>13 attorney escrow account that you could have</p> <p>14 refunded to my client?</p> <p>15 <b>A. The documents would speak for themselves. I</b></p> <p>16 <b>don't remember.</b></p> <p>17 Q. So you don't know.</p> <p>18 So if the documents show you had at</p> <p>19 least \$2 million in your attorney escrow account,</p> <p>20 you could have given SAFETY HOUSE a full refund.</p> <p>21 Correct?</p> <p>22 <b>A. If that's what the client wanted to do.</b></p> <p>23 Q. Okay.</p> <p>24 <b>A. It's not my money.</b></p>

35 (Pages 134 to 137)



<p style="text-align: right;">Page 138</p> <p>1 Q. Okay. And then he continues in his text, 2 quote, "Manfred is not calling your lawyer. 3 Neither am I. If you wish to cancel. Like I 4 stated before. Have your attorney contact Manfred 5 via text or email. And he will gladly attend to 6 it." 7 And then he gives your phone number. 8 Correct? 9 <b>A. Correct.</b> 10 Q. And then he gives your two emails. Correct? 11 <b>A. Correct.</b> 12 Q. Do you remember the first time you and I 13 spoke? 14 <b>A. Generally, yes.</b> 15 Q. When was it? 16 <b>A. I don't know. You wrote me a bunch of</b> 17 <b>self-serving, wrong emails. I remember that,</b> 18 <b>thinking those are two different conversations.</b> 19 Q. Thank you. 20 <b>MR. LIGHTMAN:</b> Let's mark some of 21 those allegedly self-serving, wrong emails as 22 Deposition Exhibit 10. 23 <b>MR. LAVER:</b> We'll get to those during 24 your deposition, Gary.</p>	<p style="text-align: right;">Page 140</p> <p>1 occurred during that telephone conversation? 2 <b>A. I knew -- well, I'd have to read my email</b> 3 <b>because --</b> 4 Q. So other than reading the documents, you 5 would have no independent recollection of what 6 happened? 7 <b>A. I know that you made threats to me and you</b> 8 <b>left me voicemails and you threatened this and you</b> 9 <b>threatened that. I don't know exactly when I got</b> 10 <b>the call from the fake FBI agent, but it all</b> 11 <b>happened around the same time.</b> 12 Q. By the way, I told you to save those 13 voicemails. Do you still have those voicemails? 14 <b>A. I don't know that I did.</b> 15 Q. So you destroyed evidence in this case? 16 <b>A. No, I didn't --</b> 17 <b>MR. LAVER:</b> Objection. 18 <b>THE WITNESS:</b> -- destroy evidence. I 19 just don't take instruction from you on what to do. 20 <b>BY MR. LIGHTMAN:</b> 21 Q. I specifically told you in the voicemail 22 save this voicemail, it constitutes evidence. 23 <b>A. Did you save it?</b> 24 Q. I didn't take the voicemail. You have the</p>
<p style="text-align: right;">Page 139</p> <p>1 <b>MR. LIGHTMAN:</b> I'd love to be deposed. 2 I wish there was a way we could. 3 <b>MR. LAVER:</b> Oh, there's a way. 4 (Exhibit Sternberg 10 was marked for 5 identification.) 6 <b>MR. LAVER:</b> So this is from your 7 production? 8 <b>MR. LIGHTMAN:</b> No -- yes, part of it. 9 Part of it is duplicative. 10 <b>BY MR. LIGHTMAN:</b> 11 Q. Go to the second page of this. Let's start 12 from the back. 13 There's an email from me dated 14 February 15, 5:35 p.m. to Manfred, a copy to Glenn, 15 Kim, Lightman, "Subject: TheSafetyHouse v. Manfred 16 Sternberg &amp; Associates and Manfred Sternberg, 17 Esquire and Sam Gross and Charlton Holdings, Docket 18 No. 2022-(NOT YET FILED), Mr. Manfred Sternberg..." 19 Do you see that? 20 <b>A. I do.</b> 21 Q. Do you remember us speaking before I sent 22 you this email? 23 <b>A. Yeah, we had spoken.</b> 24 Q. To the best of your recollection, what</p>	<p style="text-align: right;">Page 141</p> <p>1 voicemail. 2 <b>A. I don't know that I saved it.</b> 3 Q. How could I save your voicemail? 4 <b>A. No, it's actually your voicemail. You left</b> 5 <b>a voicemail to me. You could have just pressed</b> 6 <b>record and you could have recorded everything.</b> 7 Q. I didn't record it. 8 <b>A. Okay.</b> 9 Q. Pennsylvania is a two-party state. You need 10 consent. 11 So did you know whether or not you 12 saved those voicemails? Do you know whether or not 13 you saved those voicemails? 14 <b>A. Uncertain.</b> 15 <b>MR. LIGHTMAN:</b> I'll make a request 16 that you check for them and, if you have them, you 17 produce them. 18 <b>BY MR. LIGHTMAN:</b> 19 Q. Let's go back to 10. 20 I wrote, "Our firm has been retained 21 as litigation counsel... This email will confirm 22 your phone call to me, that just ended. Thank you 23 for your courtesy in timely returning the voicemail 24 message we left when we called your work number</p>

<p style="text-align: right;">Page 142</p> <p>1 earlier today." Right?</p> <p>2 <b>A. Yeah.</b></p> <p>3 Q. And then I specifically write in here, "(and</p> <p>4 please do not delete that phone message unless and</p> <p>5 until this dispute is fully resolved to our</p> <p>6 client's satisfaction)."</p> <p>7 Do you see that?</p> <p>8 <b>A. Yes.</b></p> <p>9 Q. You're a lawyer. Right?</p> <p>10 <b>A. Yeah.</b></p> <p>11 Q. You're aware of what the Doctrine of</p> <p>12 Spoliation is. Correct?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. There's a dispute between your client and my</p> <p>15 client. Right?</p> <p>16 <b>A. Are you a fact witness?</b></p> <p>17 Q. There's a dispute between your client and my</p> <p>18 client. Correct?</p> <p>19 <b>A. Correct.</b></p> <p>20 Q. I left you a voicemail message and asked you</p> <p>21 to save it. Correct?</p> <p>22 <b>A. That's what you asked me.</b></p> <p>23 Q. So you should have it. Right?</p> <p>24 <b>A. I might.</b></p>	<p style="text-align: right;">Page 144</p> <p>1 Q. I wrote, "You also confirmed that your law</p> <p>2 firm still is holding the \$1,965,600.00 that TSH</p> <p>3 wired into your attorney escrow account, that is</p> <p>4 supposed to be held by you and not released from</p> <p>5 escrow until TSH has received delivery of the</p> <p>6 goods."</p> <p>7 Do you see that?</p> <p>8 <b>A. I see that. That's where I lost --</b></p> <p>9 Q. I'm sorry.</p> <p>10 <b>A. That's where I lost all credibility for you</b></p> <p>11 <b>because that's not what I told you.</b></p> <p>12 Q. Then I wrote, "You should use 'reply all'</p> <p>13 immediately if this email does not accurately</p> <p>14 memorialize our phone conversation. Otherwise,</p> <p>15 please use 'reply all' and provide us with the</p> <p>16 shipping information that we requested from you</p> <p>17 when we just spoke (i.e., the name and contact</p> <p>18 information of the carrier that is delivering the</p> <p>19 goods). We look forward to your timely response."</p> <p>20 Do you see that?</p> <p>21 <b>A. That's what it says.</b></p> <p>22 Q. And then you responded to this email on the</p> <p>23 first page of Sternberg 10 at 7:08 p.m. Right?</p> <p>24 <b>A. Correct, same day.</b></p>
<p style="text-align: right;">Page 143</p> <p>1 <b>MR. LAVER:</b> Objection.</p> <p>2 BY MR. LIGHTMAN:</p> <p>3 Q. Why would you delete a voicemail message</p> <p>4 after opposing counsel told you not to delete the</p> <p>5 message?</p> <p>6 <b>MR. LAVER:</b> Objection to the</p> <p>7 suggestion that it's required.</p> <p>8 Go ahead. This is silly.</p> <p>9 THE WITNESS: Because what you tell me</p> <p>10 is not evidence and by your email here you've</p> <p>11 completely got everything wrong that we talked</p> <p>12 about.</p> <p>13 But, anyway, you go on.</p> <p>14 BY MR. LIGHTMAN:</p> <p>15 Q. "You represented to us that the 151,200</p> <p>16 boxes of 2 count iHealth COVID-19 home test kits</p> <p>17 that TSH purchased from your client (Sam Gross and</p> <p>18 Charlton Holdings Group) already were being shipped</p> <p>19 and in transit to The SAFETY HOUSE and TSH should</p> <p>20 expect delivery of the goods tomorrow." (sic)</p> <p>21 Right?</p> <p>22 <b>A. Correct.</b></p> <p>23 Q. I wrote that to you. Right?</p> <p>24 <b>A. That's what you wrote.</b></p>	<p style="text-align: right;">Page 145</p> <p>1 Q. Same day. Two hours later you wrote,</p> <p>2 "Mr. Gary Lightman, I am not sure what you heard,</p> <p>3 but I certainly did not confirm that our law firm</p> <p>4 is still holding the 1.9656 million that TSH wired</p> <p>5 into our attorney escrow account." Right?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. "The funds were disbursed to the Seller in</p> <p>8 accordance with the SPA and per the instructions of</p> <p>9 our client." Right?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. "I will note, your interpretation of the SPA</p> <p>12 and your explanation below is not consistent with</p> <p>13 the terms of the SPA. Maybe you should read it?"</p> <p>14 Right?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. And then you say -- you repeat paragraph 6.</p> <p>17 Right?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. And in that repeating of paragraph 6 you say</p> <p>20 to me, "Title transfer shall happen</p> <p>21 contemporaneously with funds being released to</p> <p>22 Seller."</p> <p>23 Do you see that?</p> <p>24 <b>A. Yes.</b></p>

<p style="text-align: right;">Page 146</p> <p>1 Q. "Your client should have an executed Bill of</p> <p>2 Sale and funds have been transferred for the</p> <p>3 purchase of the goods when the goods were loaded</p> <p>4 onto the common carrier." (sic)</p> <p>5 Right?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. And then you tell me about how we should</p> <p>8 have brought suit in Texas instead of Delaware.</p> <p>9 Then you say, "I am told the product</p> <p>10 will be arriving tomorrow at the location provided</p> <p>11 by your client. Let me know when your client is in</p> <p>12 possession of his product." Correct?</p> <p>13 <b>A. Correct.</b></p> <p>14 Q. You did not provide the shipping information</p> <p>15 that we requested from you when we spoke and as</p> <p>16 outlined in my email. Correct?</p> <p>17 <b>A. I assume that's correct.</b></p> <p>18 <b>MR. LIGHTMAN:</b> And then mark this as</p> <p>19 Deposition Exhibit Sternberg 11.</p> <p>20 (Exhibit Sternberg 11 was marked for</p> <p>21 identification.)</p> <p>22 <b>BY MR. LIGHTMAN:</b></p> <p>23 Q. You sent me your email in response at</p> <p>24 7:08 p.m. and at 10:34 on the same day I write back</p>	<p style="text-align: right;">Page 148</p> <p>1 goods that you represented to me already were being</p> <p>2 shipped to THS.</p> <p>3 "We also request that you email to us</p> <p>4 a copy of the signed Bill of Sale, as well as the</p> <p>5 Bill of Lading for the common carrier shipment."</p> <p>6 Do you see that?</p> <p>7 <b>A. I see that.</b></p> <p>8 Q. You never gave us the name of the common</p> <p>9 carrier. Correct?</p> <p>10 <b>A. When you started the email with "Your email</b></p> <p>11 <b>below is NOT what you represented to me in our</b></p> <p>12 <b>phone call of earlier today," at that point I</b></p> <p>13 <b>thought I was dealing with someone who had trouble</b></p> <p>14 <b>with the truth.</b></p> <p>15 Q. So your answer to my question is that is</p> <p>16 correct, I did not give you the requested shipper</p> <p>17 information. Correct?</p> <p>18 <b>A. I don't think we talked after this because I</b></p> <p>19 <b>didn't want to talk to you anymore because you have</b></p> <p>20 <b>a funny way of remembering the facts.</b></p> <p>21 <b>MR. LIGHTMAN:</b> Would you mark this as</p> <p>22 Sternberg 12, please.</p> <p>23 (Exhibit Sternberg 12 was marked for</p> <p>24 identification.)</p>
<p style="text-align: right;">Page 147</p> <p>1 to you. Right?</p> <p>2 <b>A. Correct.</b></p> <p>3 Q. And if you look at the second page of this</p> <p>4 exhibit, at the bottom is a copy of the email</p> <p>5 marked as Sternberg 10 that we just discussed?</p> <p>6 <b>A. Correct.</b></p> <p>7 Q. I write, "Mr. Sternberg, your email below is</p> <p>8 NOT what you represented to me in our phone call of</p> <p>9 earlier today."</p> <p>10 Do you see that?</p> <p>11 <b>A. Yeah.</b></p> <p>12 Q. I write, "You were not authorized to release</p> <p>13 any funds from your attorney escrow account until</p> <p>14 'Seller deliver(ed) the goods to a common carrier'</p> <p>15 with the appropriate signed Seller's Bill of Sale</p> <p>16 transferring title of the goods to Buyer."</p> <p>17 Right?</p> <p>18 <b>A. That's what you said.</b></p> <p>19 Q. I write, "This is the second (and last) time</p> <p>20 we will request that you provide us IMMEDIATELY" --</p> <p>21 all caps -- "with the identity and contact</p> <p>22 information of the 'common carrier' that you</p> <p>23 represented to me in our phone call (and that you</p> <p>24 did not deny in your below email) that has the</p>	<p style="text-align: right;">Page 149</p> <p>1 <b>BY MR. LIGHTMAN:</b></p> <p>2 Q. Did you ever see a copy of Deposition</p> <p>3 Exhibit 12?</p> <p>4 <b>A. I'm not sure if I saw it but I see it now.</b></p> <p>5 Q. Did Sam Gross send this to you when Dan</p> <p>6 Scully sent it to him?</p> <p>7 <b>A. I assume so.</b></p> <p>8 Q. Okay. And it says it's a letter from The</p> <p>9 SAFETY HOUSE by Dan Scully dated February 16th to</p> <p>10 Sam Gross. Correct?</p> <p>11 <b>A. Correct.</b></p> <p>12 Q. "Sam, yesterday your attorney, Manfred</p> <p>13 Sternberg, told my attorney, Gary Lightman, that</p> <p>14 the goods for my purchase order 18315 has been</p> <p>15 shipped and should be received at my warehouse in</p> <p>16 Glen Mills, PA today."</p> <p>17 Do you see that?</p> <p>18 <b>A. I see that.</b></p> <p>19 Q. "But as of today, February 16, I have not</p> <p>20 received a Bill of Lading or any other shipping</p> <p>21 documents pertaining to this shipment. (sic)</p> <p>22 "You were supposed to supply these</p> <p>23 goods 5 days from receipt of monies wired into your</p> <p>24 attorney's trust account on January 21, 2022. (sic)</p>

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1 "Not only have you failed to do that  
2 you have avoided all attempts to communicate with  
3 you. I have made commitments to my clients on your  
4 promise to deliver the iHealth Antigen Test Kits in  
5 a timely fashion. Your failure to do this has  
6 jeopardized the commitments I have made.  
7 "I MUST" -- all capitals in bold --  
8 "hear back from you TODAY" -- all capitals in bold.  
9 "I am copying your attorney and my attorney on this  
10 email.  
11 "Please REPLY ALL when responding to  
12 this email and any other correspondence in the  
13 future. If you have any questions or need to  
14 contact me, please direct all communications to my  
15 attorney, Gary Lightman. He can be reached..." and  
16 my phone number. "Respectfully..." and signed by  
17 Dan.  
18 Do you see that?  
19 **A. I see that.**  
20 Q. He says in this email that he copied you on  
21 this. Does that refresh your recollection so that  
22 you don't have to assume you received a copy of  
23 this?  
24 **A. I assume that's accurate.**

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1 It's an email from Dan Scully to  
2 Charlton, Cc to Manfred, Gary Lightman and people  
3 in my office, "Subject: Delivery of iHealth  
4 Antigen Test Kits, Wednesday, February 16,  
5 6:45 p.m."  
6 Do you see that?  
7 **A. Yes.**  
8 Q. And Dan, on behalf of the purchaser, is  
9 saying, "Sam/Manfred, it's after 6:30 p.m. and I  
10 still have not received the goods both of you  
11 promise I would get today.  
12 "I think you guys are lying to me and  
13 have continued to lie to me. Not to mention you  
14 both breached our contract (And you never even sent  
15 me a fully signed contract)."  
16 Do you see that?  
17 **A. I see that.**  
18 Q. On February 16th he's informing both of you  
19 he still doesn't have a copy of the signed  
20 contract. Right? Then he writes --  
21 **A. Yes; after he says inaccurate things, yes.**  
22 **I don't know if that's not inaccurate as well.**  
23 Q. What's inaccurate, "It's after 6:30 p.m. and  
24 I still have not received the goods..."?

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1 Q. Okay. Did my client, in fact, receive the  
2 goods on February 15th or February 16th or even  
3 February 17th?  
4 **A. I don't know but I guess he didn't because**  
5 **that's why we're here.**  
6 **But I do notice that his first line**  
7 **says -- and I do recall that's part of the**  
8 **Complaint to the Bar where he's saying that I say**  
9 **they have shipped, which, again, is not what I told**  
10 **you.**  
11 **What I told you was I am told the**  
12 **product will be arriving tomorrow. I don't know**  
13 **where the product is. That's not my job. I don't**  
14 **know. I only know what people have told me.**  
15 Q. But you said to me, I'm told the product  
16 shipped to you. Right?  
17 **A. I wrote that to you.**  
18 Q. Okay.  
19 **MR. LIGHTMAN:** Let's mark this as  
20 Deposition Exhibit 13.  
21 (Exhibit Sternberg 13 was marked for  
22 identification.)  
23 **BY MR. LIGHTMAN:**  
24 Q. This is Sternberg Document 3.

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1 Is that inaccurate?  
2 **A. No, "the goods both of you promise I would**  
3 **get today." I never promised anybody anything.**  
4 Q. You were told he would get the goods today?  
5 **A. That's important.**  
6 Q. Okay.  
7 **A. So you knew that I was told and that I had**  
8 **no personal knowledge. And then --**  
9 Q. Then he writes --  
10 **A. Wait. Hang on. "Not to mention you both**  
11 **breached our contract." Again, I am not a party to**  
12 **the contract.**  
13 Q. Okay. It says -- well, if you released the  
14 funds before title transfer occurred, that would be  
15 a violation of Section 6 of the SPA. Correct?  
16 **A. I think it happens contemporaneously. So**  
17 **when the funds are transferred, title transfers.**  
18 Q. If you release the funds not contemporaneous  
19 with title transfer but before title transfer, that  
20 would be a breach of paragraph 6 of the SPA.  
21 Correct?  
22 **A. I think by the act of transferring the**  
23 **money, title transfers at that point.**  
24 Q. If you transfer the money but title doesn't

<p style="text-align: right;">Page 154</p> <p>1 transfer, that would be a breach of Section 6 of</p> <p>2 the SPA. Correct?</p> <p>3 <b>A. I don't think that's what Section 6 says.</b></p> <p>4 Q. It says, "Title transfer shall occur</p> <p>5 contemporaneously with the release of funds to</p> <p>6 Seller."</p> <p>7 <b>A. So you can't release the funds without title</b></p> <p>8 <b>transferring.</b></p> <p>9 Q. You can. If you got the funds on January</p> <p>10 21st and without ordering, without doing anything,</p> <p>11 you release the funds, that would be a release of</p> <p>12 funds without title transfer occurring</p> <p>13 contemporaneously. Correct?</p> <p>14 <b>A. I disagree.</b></p> <p>15 Q. You disagree, okay. Why do you disagree</p> <p>16 with that?</p> <p>17 <b>A. Well, I think, again, you're playing</b></p> <p>18 <b>horseshoes. You think that you need a document</b></p> <p>19 <b>that says title is transferred.</b></p> <p>20 <b>The contract itself says when you</b></p> <p>21 <b>release the money, title transfers. That's what it</b></p> <p>22 <b>says. That's what the parties agreed to.</b></p> <p>23 Q. Okay. Go back to this email. I disagree</p> <p>24 with your interpretation, but that's why there's</p>	<p style="text-align: right;">Page 156</p> <p>1 THE WITNESS: Yes, I see it.</p> <p>2 BY MR. LIGHTMAN:</p> <p>3 Q. This is the copy of The SAFETY HOUSE</p> <p>4 Purchase Order 18315. Right?</p> <p>5 <b>A. That's what it looks like.</b></p> <p>6 Q. This is the purchase order that's subject to</p> <p>7 the SPA. Correct? It's the subject of that.</p> <p>8 Correct?</p> <p>9 <b>A. I suspect that's correct.</b></p> <p>10 Q. And it says the date of this order was</p> <p>11 January 21, 2022. Correct?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. And the vendor is care of you, Esquire.</p> <p>14 Correct?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. And Charlton Holding Group. Correct?</p> <p>17 <b>A. Correct.</b></p> <p>18 Q. And the purchase price is \$1,965,600 for the</p> <p>19 purchase of 151,200 "iHealth COVID-19 Antigen Rapid</p> <p>20 Test, 2 Tests per Kit." Right?</p> <p>21 <b>A. That's what it says, yes.</b></p> <p>22 Q. Go to the SPA -- oh, I'm sorry.</p> <p>23 When is the delivery date that SAFETY</p> <p>24 HOUSE specified in the purchase order it sent?</p>
<p style="text-align: right;">Page 155</p> <p>1 chocolate and vanilla and that's why there's juries</p> <p>2 and courts.</p> <p>3 He writes, "I think you guys defrauded</p> <p>4 me." Do you see that?</p> <p>5 <b>A. I see that.</b></p> <p>6 Q. Then he writes, "Do to your inability to</p> <p>7 deliver the goods that I ordered and paid for, you</p> <p>8 leave me no alternative but to cover my contracts</p> <p>9 with my existing customers." And then in all</p> <p>10 capitals and in bold he says, "I WANT MY 2 MILLION</p> <p>11 DOLLARS WIRED BACK TO ME IMMEDIATELY."</p> <p>12 Do you see that?</p> <p>13 <b>A. I see that.</b></p> <p>14 Q. Did you send him his money back?</p> <p>15 <b>A. I think his money had already been used to</b></p> <p>16 <b>pay for the --</b></p> <p>17 Q. Did you send him his \$2 million back?</p> <p>18 <b>A. No, I didn't send it.</b></p> <p>19 Q. Why not?</p> <p>20 <b>A. I didn't have it per the contract.</b></p> <p>21 Q. Go to the SPA, paragraph 11. Oh, I'm sorry.</p> <p>22 <b>MR. LIGHTMAN:</b> Deposition Exhibit 14.</p> <p>23 (Exhibit Sternberg 14 was marked for</p> <p>24 identification.)</p>	<p style="text-align: right;">Page 157</p> <p>1 <b>A. It says Received By -- I'm assuming that's</b></p> <p>2 <b>what you mean, delivery date. Received by 1-25-22.</b></p> <p>3 Q. And were the goods shipped by your client by</p> <p>4 1-25-22?</p> <p>5 <b>A. I don't think so.</b></p> <p>6 Q. Were the goods received by my client by</p> <p>7 January 25, 2022?</p> <p>8 <b>A. I don't think so.</b></p> <p>9 Q. Okay. So go to paragraph 11 of the SPA.</p> <p>10 What does the paragraph of the SPA</p> <p>11 state happens if buyer terminates this contract</p> <p>12 without cause?</p> <p>13 <b>A. Paragraph 11?</b></p> <p>14 Q. Paragraph 11 of the SPA.</p> <p>15 <b>A. It says what it says.</b></p> <p>16 Q. What does it say?</p> <p>17 <b>A. Do you want me to read it?</b></p> <p>18 Q. "If Buyer terminates this contract without</p> <p>19 cause..."</p> <p>20 <b>A. Oh, okay.</b></p> <p>21 Q. What does it say?</p> <p>22 <b>A. "...Seller will be entitled to liquidated</b></p> <p>23 <b>damages of \$25,000 from Buyer."</b></p> <p>24 Q. It doesn't say, and seller can keep the</p>

40 (Pages 154 to 157)



<p style="text-align: right;">Page 158</p> <p>1 entire \$2 million purchase price, does it?</p> <p>2 <b>A. It does not say that.</b></p> <p>3 Q. And it does not say, and seller also does</p> <p>4 not have to deliver the goods. Correct?</p> <p>5 <b>A. Correct.</b></p> <p>6 Q. But instead of keeping 25,000 as liquidated</p> <p>7 damages, you and your client retained all of the</p> <p>8 purchase price that SAFETY HOUSE wired into your</p> <p>9 attorney escrow account. Right?</p> <p>10 <b>MR. LAVER:</b> Objection to form.</p> <p>11 <b>THE WITNESS:</b> Yeah, I didn't retain</p> <p>12 anything.</p> <p>13 <b>BY MR. LIGHTMAN:</b></p> <p>14 Q. Excuse me. Instead of keeping 25,000 in</p> <p>15 liquidated damages, all of the purchase price that</p> <p>16 was wired into your attorney trust account was</p> <p>17 retained by the seller and/or you. Correct?</p> <p>18 <b>A. By the seller, not me.</b></p> <p>19 Q. They were in your escrow account. Right?</p> <p>20 Is it your testimony that all of the \$1.9 million</p> <p>21 that my client transferred to you was wired out of</p> <p>22 your account?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. Plus, you didn't give SAFETY HOUSE the</p>	<p style="text-align: right;">Page 160</p> <p>1 Q. To your client. Right?</p> <p>2 <b>A. And I don't know if those -- I think later</b></p> <p>3 <b>the boxes of tests were attempted to be delivered</b></p> <p>4 <b>but...</b></p> <p>5 Q. One pallet?</p> <p>6 <b>A. That's your testimony. I don't know.</b></p> <p>7 Q. Is it your testimony -- you sent us the Bill</p> <p>8 of Ladings. Is it your testimony that your client</p> <p>9 attempted delivery of 151,200 boxes of test kits?</p> <p>10 <b>A. I think they attempted delivery. I don't</b></p> <p>11 <b>know how many. I wasn't there.</b></p> <p>12 Q. Isn't it true that if my client says there</p> <p>13 was one --</p> <p>14 <b>MR. LIGHTMAN:</b> One skid?</p> <p>15 <b>MR. SCULLY:</b> One skid.</p> <p>16 <b>BY MR. LIGHTMAN:</b></p> <p>17 Q. -- one skid of test kits, do you have</p> <p>18 anything to dispute that?</p> <p>19 <b>A. I don't.</b></p> <p>20 Q. Okay. If my client testifies that the</p> <p>21 serial numbers on the test kits were fraudulent on</p> <p>22 the iHealth or identified by iHealth as fraudulent</p> <p>23 test kits, do you have anything to dispute that?</p> <p>24 <b>A. I don't.</b></p>
<p style="text-align: right;">Page 159</p> <p>1 151,200 boxes that were purchased. Right?</p> <p>2 <b>MR. LAVER:</b> Objection to form.</p> <p>3 <b>THE WITNESS:</b> I wasn't responsible to</p> <p>4 give him anything.</p> <p>5 <b>BY MR. LIGHTMAN:</b></p> <p>6 Q. Okay. Plus the seller never delivered the</p> <p>7 151,200 boxes purchased. Correct?</p> <p>8 <b>A. Apparently.</b></p> <p>9 Q. So purchaser wires almost \$2 million into</p> <p>10 your attorney trust account. Right?</p> <p>11 <b>A. Correct.</b></p> <p>12 Q. None of that money is returned to The SAFETY</p> <p>13 HOUSE. Right?</p> <p>14 <b>A. Correct.</b></p> <p>15 Q. SAFETY HOUSE buys 151,200 boxes of these</p> <p>16 test kits. Right?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. They weren't delivered to The SAFETY HOUSE.</p> <p>19 Correct?</p> <p>20 <b>A. Apparently.</b></p> <p>21 Q. And Gary Weiss or his company gave 4 million</p> <p>22 in gem stones as collateral to you or your client.</p> <p>23 Right?</p> <p>24 <b>A. Not to me.</b></p>	<p style="text-align: right;">Page 161</p> <p>1 Q. If the expiration date on the one skid of</p> <p>2 boxes that were delivered to my client was just</p> <p>3 about to expire, do you have anything to dispute</p> <p>4 that?</p> <p>5 <b>A. I don't.</b></p> <p>6 Q. No. Okay.</p> <p>7 <b>MR. LIGHTMAN:</b> I'm about to switch</p> <p>8 topics. So if you want, we can get menus, order</p> <p>9 lunch and keep going.</p> <p>10 Does that make sense?</p> <p>11 <b>THE WITNESS:</b> It sounds good.</p> <p>12 (Recess taken from 12:05 p.m. to</p> <p>13 12:20 p.m.)</p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. So isn't it true that the reason Gary Weiss</p> <p>16 wouldn't sign the declaration you prepared is</p> <p>17 because it was not accurate?</p> <p>18 <b>A. No. I don't -- I'm not in the habit of</b></p> <p>19 <b>giving people Affidavits that aren't accurate.</b></p> <p>20 <b>MR. LIGHTMAN:</b> Let's mark this as</p> <p>21 Deposition Exhibit 15.</p> <p>22 (Exhibit Sternberg 15 was marked for</p> <p>23 identification.)</p> <p>24 <b>BY MR. LIGHTMAN:</b></p>



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1 Q. So Gary Weiss is telling you -- you asked  
 2 Gary Weiss to sign a declaration. Correct?  
 3 **A. Correct.**  
 4 Q. And Gary Weiss is telling you, I want a  
 5 declaration from you that you're not going to sue,  
 6 that you don't have any grievances regarding the  
 7 shipment of iCOVID test kits, will not attempt any  
 8 lawsuit against me or ASolarDiamond, then I'll give  
 9 you the declaration you want. Right?  
 10 **A. That's what he said after he promised me**  
 11 **he'd sign the declaration. Then it became a little**  
 12 **bit more.**  
 13 Q. If you look at the first page of this  
 14 document, which is a Manfred document but it's not  
 15 stamped Manfred, on April 6 he writes to you and  
 16 says, "Well, the declaration is far from the truth  
 17 as I know it."  
 18 Do you see that?  
 19 **A. Yeah.**  
 20 Q. Okay. And why didn't you produce a copy of  
 21 the declaration in your discovery documents?  
 22 **A. Oh, I don't know.**  
 23 Q. Isn't it because the declaration that you  
 24 drafted contained falsehoods and you didn't want

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1 Q. "My patience for your story telling and  
 2 bullshit excuses is over. This NEEDS TO BE DONE  
 3 THIS WEEK, again like you promised me!!! YOU  
 4 UNDERSTAND what a promise is Gary?"  
 5 Do you see that?  
 6 **A. I see that.**  
 7 Q. "Revise the attached," which is the  
 8 declaration you drafted. Right?  
 9 **A. Yes.**  
 10 Q. "...so it is TRUTHFUL AND ACCURATE, all I  
 11 have ever asked, and return it to me and then I  
 12 will review and send it by" -- "send it by  
 13 docusign."  
 14 Do you see that?  
 15 **A. Yeah.**  
 16 Q. "DO IT TODAY. Gary, my patience for your  
 17 delay is over." Capitals, "GET THIS DONE NOW!!!"  
 18 And then you write, "Or I will do it without your  
 19 Affidavit and then you WILL" -- with a capital  
 20 W-I-L-L -- "have a problem with me!!!"  
 21 Do you see that?  
 22 **A. I see that.**  
 23 Q. What do you mean by that? You're telling  
 24 him sign this declaration I drafted or else you'll

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1 the plaintiff to see it?  
 2 **A. No.**  
 3 Q. Okay.  
 4 **MR. LIGHTMAN:** Well, I request that  
 5 you produce that for us --  
 6 **THE WITNESS:** Yes.  
 7 **MR. LIGHTMAN:** -- so we can see what  
 8 Gary Weiss is talking about.  
 9 **MR. LAVER:** You'll follow up with all  
 10 of your requests. Right?  
 11 **MR. LIGHTMAN:** I'm making them all on  
 12 the record and I will send an email to you after  
 13 the deposition that identifies all of these.  
 14 **BY MR. LIGHTMAN:**  
 15 Q. And in this you write back to him a classic  
 16 response. He sent you his email at 5:42 -- at 7:36  
 17 in the morning. You guys get up early.  
 18 You write back to him. You attach the  
 19 declaration that you haven't produced for us and  
 20 you write, "If it is far from the truth, then that  
 21 is because you have told me so many lies that I  
 22 still don't know the truth."  
 23 Do you see that?  
 24 **A. I do.**

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1 have a problem with me.  
 2 What do you mean?  
 3 **A. What I suspect I mean is that I would end up**  
 4 **suing him or like this, blaming him for it all**  
 5 **because he's the one to blame.**  
 6 Q. He's the one to blame. Why?  
 7 **A. Gary lied to us so many times.**  
 8 Q. How did he lie to you?  
 9 **A. Every time he opened his mouth he just lied.**  
 10 **He's just a liar. He's a liar.**  
 11 Q. So he never came through -- the bottom line  
 12 is he gave you a bunch of excuses but never came  
 13 through with the COVID kits he promised you he  
 14 bought. Right?  
 15 **A. And -- yes, and he made a lot of promises of**  
 16 **it's totally my fault, meaning him. He was 100**  
 17 **percent responsible, meaning him. He was going to**  
 18 **make it right, meaning him.**  
 19 **He was going to help and tell the**  
 20 **grievance committee the truth, which then I can see**  
 21 **he's waffling and I'm not dealing with that. If**  
 22 **your truth is different, write it. Otherwise, I**  
 23 **don't need you.**  
 24 Q. And some of the excuses were -- read the

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1 next line. Read it into the record, please.  
 2 **A. "Revise the attached" --**  
 3 Q. No. Right after you say to him sign the  
 4 Affidavit or you will have a problem with me, what  
 5 do you write?  
 6 **A. "The truck is less than 45 minutes away,**  
 7 **more money. The truck has a broken axel, more**  
 8 **money. The truck needs new screws, blah, blah,**  
 9 **blah. And you have no remorse. You are**  
 10 **unbelievable!!!!" (sic)**  
 11 **I've never dealt with people like this**  
 12 **before. That's not in the email, but I've never**  
 13 **dealt with people like this before.**  
 14 Q. Your email ends, "And you have no remorse.  
 15 You are unbelievable!!!!"  
 16 You just added that extemporaneous,  
 17 "I've never dealt with people like that?"  
 18 **A. I just said I did, yes.**  
 19 Q. Didn't he make good though? Didn't he give  
 20 you collateral worth \$4 million?  
 21 **A. He didn't give me anything.**  
 22 Q. Didn't he give your -- Sam collateral?  
 23 **A. That's what they said.**  
 24 Q. Well, so you gave him \$2 million. He gave

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1 BY MR. LIGHTMAN:  
 2 Q. Either Sam or Gary, we're not sure, sent  
 3 this to Dan Scully. You don't know what this is?  
 4 **A. I have no idea.**  
 5 Q. All right.  
 6 **MR. LIGHTMAN:** I'll move on then.  
 7 **MR. LAVER:** Off the record.  
 8 (Discussion off the record.)  
 9 BY MR. LIGHTMAN:  
 10 Q. Do you know who Shraga is?  
 11 **A. No, I don't know.**  
 12 Q. Never heard of Shraga?  
 13 **A. I heard it in this lawsuit from you, but I**  
 14 **don't know who he is.**  
 15 Q. So Shraga, who we believe is Gary Weiss,  
 16 called Dan Scully and said, I'm Shraga. I'm  
 17 delivering this. The truck broke down and he sent  
 18 that picture.  
 19 **A. I believe that. I believe that he sent the**  
 20 **picture. I don't know that the truck broke down**  
 21 **anymore. I don't know what's true.**  
 22 **MR. LIGHTMAN:** Let's mark this as  
 23 Deposition Exhibit 17.  
 24 (Exhibit Sternberg 17 was marked for

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1 you back gem stones worth \$4 million.  
 2 Didn't Sam say we're square?  
 3 **A. No.**  
 4 Q. Sam never said that?  
 5 **A. No.**  
 6 Q. Sam never said, I release you from any  
 7 further liability?  
 8 **A. He didn't tell me that if he did.**  
 9 **MR. LIGHTMAN:** Let's mark this as  
 10 Deposition Exhibit 16.  
 11 (Exhibit Sternberg 16 was marked for  
 12 identification.)  
 13 **MR. LIGHTMAN:** One of my favorites.  
 14 **MR. LAVER:** Can't wait.  
 15 **MR. LIGHTMAN:** Did you ever see this  
 16 before?  
 17 **THE WITNESS:** It's probably from Gary.  
 18 BY MR. LIGHTMAN:  
 19 Q. Have you ever seen this before?  
 20 **A. No, I don't believe I have.**  
 21 Q. If I told you this was a picture that --  
 22 **MR. LIGHTMAN:** Sam or Gary?  
 23 **MR. SCULLY:** This? I think it's Gary.  
 24 I think it's both, actually.

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1 identification.)  
 2 BY MR. LIGHTMAN:  
 3 Q. Let's call this the money flow chart number  
 4 1. So I created this chart and we're going to go  
 5 through it and see how accurate it is. Okay?  
 6 The first line under Purchaser is THS.  
 7 Do you see that?  
 8 **A. Yes.**  
 9 Q. And the date of the purchase order from THS  
 10 was January 21st. Right?  
 11 **A. Yes.**  
 12 Q. And it's for 151,200 kits. Right?  
 13 **A. Yes.**  
 14 Q. And he wired in \$1,965,600. Correct?  
 15 **A. Yes.**  
 16 Q. And the purchase price that Gary Weiss  
 17 charged Sam was \$6 per kit.  
 18 Do you remember that from the exhibit?  
 19 **A. It may be.**  
 20 Q. Go to your letter to the Bar, 4-24, and look  
 21 at Exhibit B to that, the purchase order.  
 22 **A. Yeah.**  
 23 Q. And on that purchase order it says \$6 per  
 24 kit for all the kits on there. Correct?

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<p style="text-align: right;">Page 170</p> <p>1 <b>A. That's what it looks like, yeah.</b></p> <p>2 Q. So if you take 151,200 test kits and you</p> <p>3 multiply it by \$6 a kit, you come up with \$907,200.</p> <p>4 Right?</p> <p>5 <b>A. Correct.</b></p> <p>6 Q. And if you take that and subtract it from</p> <p>7 the \$1.9656 million that was wired in to you,</p> <p>8 there's a balance that was kept, at least to</p> <p>9 explain it, of \$1,058,400. Right?</p> <p>10 <b>A. I don't agree with the heading.</b></p> <p>11 Q. Well, you don't agree with MS/SG profit, but</p> <p>12 the balance kept in your account after you took in</p> <p>13 Scully's or SAFETY HOUSE's purchase price that paid</p> <p>14 Gary Weiss the money to buy those kits --</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. -- you have 1,058,400 left over. Okay?</p> <p>17 <b>A. That's the accounting.</b></p> <p>18 Q. Right. VRC wired you \$189,000 on January</p> <p>19 19th.</p> <p>20 <b>MR. SCULLY:</b> No, 189,000 kits.</p> <p>21 <b>BY MR. LIGHTMAN:</b></p> <p>22 Q. They bought 189,000 kits and wired you</p> <p>23 \$2,268,000 on January 19th. Correct?</p> <p>24 <b>A. It looks like it, yes. I'm not looking at</b></p>	<p style="text-align: right;">Page 172</p> <p>1 <b>MR. LIGHTMAN:</b> I just got it so...</p> <p>2 <b>MR. LAVER:</b> It's still highly</p> <p>3 inappropriate.</p> <p>4 <b>BY MR. LIGHTMAN:</b></p> <p>5 Q. Do you have any reason to doubt that 2.268</p> <p>6 million was wired into your account on January</p> <p>7 19th?</p> <p>8 <b>A. I actually believe that's a copy from my</b></p> <p>9 <b>bank, but the rest of it is not mine.</b></p> <p>10 Q. So if you look at the first line for VRC, it</p> <p>11 shows the \$2.268 million --</p> <p>12 <b>A. Correct.</b></p> <p>13 Q. -- line item. Right?</p> <p>14 If you look at the second page of</p> <p>15 this, that's the actual Wire Instruction Sheet to</p> <p>16 you from VRC. Do you see that?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. And if you look at the third page, there's</p> <p>19 another wire that was sent to you the next day on</p> <p>20 January 20th by Steve Corba for \$181,440.</p> <p>21 Do you see that?</p> <p>22 <b>A. That's what it appears to be, yes.</b></p> <p>23 Q. So those numbers correspond to the numbers</p> <p>24 on the January 19 and January 20 line under the VRC</p>
<p style="text-align: right;">Page 171</p> <p>1 <b>the original. I'm looking at your records.</b></p> <p>2 Q. Right.</p> <p>3 <b>A. If your records are right --</b></p> <p>4 Q. Okay. Hold on.</p> <p>5 <b>MR. LIGHTMAN:</b> We'll mark this as 18,</p> <p>6 please.</p> <p>7 (Exhibit Sternberg 18 was marked for</p> <p>8 identification.)</p> <p>9 <b>BY MR. LIGHTMAN:</b></p> <p>10 Q. The first page of Deposition Exhibit</p> <p>11 Sternberg 18 -- I will represent to you that these</p> <p>12 are documents supplied to us by counsel for VRC.</p> <p>13 The first page shows --</p> <p>14 <b>MR. LAVER:</b> Pardon me. And did you</p> <p>15 share those with counsel in this litigation?</p> <p>16 <b>MR. LIGHTMAN:</b> I just got them either</p> <p>17 yesterday or the day before.</p> <p>18 <b>BY MR. LIGHTMAN:</b></p> <p>19 Q. The first page shows a \$2,268,000 wire into</p> <p>20 the Sternberg escrow account for VRC on January</p> <p>21 19th. Do you see that?</p> <p>22 <b>MR. LAVER:</b> Note my objection to the</p> <p>23 use of an exhibit that was shared with counsel but</p> <p>24 not provided to remaining counsel in this case.</p>	<p style="text-align: right;">Page 173</p> <p>1 Purchaser column or rows. Correct?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. If you add those two together, it's 2,449,</p> <p>4 money wired into your account on the 19th and 20th.</p> <p>5 Do you see that?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. And if you look at the Bill of Sale number</p> <p>8 2, last page, it shows 189,000 test kits, which</p> <p>9 corresponds to the line on 119. Right?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. And then using the \$12 per test kit, there's</p> <p>12 an additional -- the 181,000 purchased an</p> <p>13 additional 15,120 test kits.</p> <p>14 Do you see that?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. So if you take the 204,120 test kits and</p> <p>17 multiply it by \$6 a test kit, you come up with</p> <p>18 \$1,224,720.</p> <p>19 Do you see that?</p> <p>20 <b>A. Yes.</b></p> <p>21 Q. So for VRC, they wired a total of \$2,449,440</p> <p>22 into your attorney trust account. Gary Weiss</p> <p>23 billed you \$1,224,720 for the VRC test kits, which</p> <p>24 leaves a balance of VRC money of \$1,224,720.</p>

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1 Correct?

2 **A. That's what it says. I think Gary billed us**  
3 **for all of them as one.**4 Q. Right. If you look at Exhibit B to your  
5 letter to the Bar, the 2,131,000 number matches the  
6 number there. Right?7 **A. Yes.**8 Q. So he billed you the total of \$2,131,920 for  
9 the test kits for THS and VRC. Correct?10 **A. Yes.**11 Q. And if you add up the total funds that you  
12 got from THS and VRC, subtract from that the total  
13 purchase price that Gary Weiss charged you to VRC,  
14 there's a balance in your escrow account of  
15 \$2,283,120.

16 Do you see that?

17 **A. No. Where is that?**

18 Q. Where it says, Total.

19 **A. Oh, yeah, I see that.**20 Q. Take the total test kits -- by the way, take  
21 total test kits, the money that was wired in for  
22 those test kits, minus the purchase price that's  
23 shown on his Bill of Sale, and that's the balance  
24 that's in your attorney escrow account. Right?

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1 million into your account.

2 But that's not on here, is it?

3 **A. No. I don't know what the question is.**4 Q. Why did you redact the money that VRC wired  
5 in to you from disclosure to us?6 **A. Well, you obviously know about it. This was**  
7 **what your client -- this addressed your client's**  
8 **issue.**9 Q. But the funds were co-mingled and you didn't  
10 separate out SAFETY HOUSE's purchase from VRC's  
11 purchase. Correct?12 **MR. LAVER:** Objection.13 **BY MR. LIGHTMAN:**14 Q. Look at this. You made one, two, three,  
15 four -- you disclose that you made a total of four  
16 wires out of your escrow account. Correct?17 **A. Correct.**18 Q. One is for Wells Fargo on February 1st.  
19 That's 219,240. Correct?20 **A. Yeah.**21 Q. That was sent right to Gary Weiss directly.  
22 Right?23 **A. Yes.**

24 Q. And that's shown on the chart here where it

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1 **A. That's the accounting, yes.**

2 Q. Right, according to this thing.

3 **MR. LIGHTMAN:** Let me just finish this  
4 chart and then we'll break for lunch. Okay?5 Let's mark this as Deposition Exhibit  
6 Sternberg 19.7 (Exhibit Sternberg 19 was marked for  
8 identification.)9 **BY MR. LIGHTMAN:**10 Q. I will represent to you that this is a page  
11 from the October 25, 2022 responses to the  
12 Interrogatories served upon the Sternberg  
13 defendants that Seth Laver sent us as your  
14 attorneys.15 And this shows the payments out of  
16 your escrow account. Do you see that?17 **A. Yes.**18 Q. Okay. Well, it shows in and out. It shows  
19 the \$1,965,600 into the account, which corresponds  
20 with the number on the chart, Deposition Exhibit  
21 17. Correct?22 **A. Correct.**23 Q. And you redacted the other wires in but  
24 obtaining those from VRC, that's another 2,449,440

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1 says, Total Wires Out. Do you see the section  
2 Total Wires Out?3 **A. Yes.**4 Q. There's the wire on 2-1 for \$219,240, which  
5 corresponds to your answer. Right?6 **A. Yeah.**7 Q. Then there's wires to Daphna Zekaria on  
8 February 4th of \$1,911,960. Do you see that?9 **A. Correct.**

10 Q. That's on my chart. Right?

11 **A. Yes.**12 Q. And another wire you made on February 15th  
13 of \$250,000 to Daphna Zekaria.

14 And that's on here. Right?

15 **A. Correct.**16 Q. And then there's another wire February 25th  
17 of 2022 of \$190,000. Correct?18 **A. Correct.**19 Q. So you made total wires out of \$2,571,000,  
20 right? \$2,571,200, right? According to your  
21 escrow records --22 **A. Yep.**23 Q. -- you distributed one, two, three, four,  
24 five escrow payments totaling 2.5. Correct?

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1 **A. Correct.**  
 2 Q. But if you add up the first one, the wire on  
 3 February 1st to Gary Weiss for the \$219,240 and add  
 4 that to the second wire, \$1,911,960, that equals  
 5 the \$2,131,920 that Gary Weiss charged you for the  
 6 purchase of the test kits. Right?  
 7 **A. Right.**  
 8 Q. So once you made the wire to Gary on  
 9 February 4th, you had fully transferred to Weiss or  
 10 Zekaria the purchase price for the test kits for  
 11 VRC and THS. Right?  
 12 **A. I believe we had.**  
 13 Q. So why did you make an extra \$250,000  
 14 transfer to Daphna on February 15th?  
 15 **A. Because on February 15th -- and it would be**  
 16 **in some of the emails or texts from Gary -- there**  
 17 **was some sort of excuse that it's 45 minutes away,**  
 18 **we need another \$250,000.**  
 19 **I said that's BS. We shouldn't have**  
 20 **to do that. Sam said that's just the way it works**  
 21 **on 42nd Street, wherever the diamond guys are.**  
 22 **And he said -- I said, well, we**  
 23 **shouldn't do that. And he said, no, do it because**  
 24 **we'll get the product and we'll make it up. Okay.**

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1 Q. You didn't take any of that profit?  
 2 **A. I didn't.**  
 3 Q. Really?  
 4 **A. Not a dime.**  
 5 Q. Not a dime, okay.  
 6 And why did you send another 190,000  
 7 to Gary on the 25th of February?  
 8 **A. Ten days later the same -- it still hadn't**  
 9 **happened, the same song and dance from Gary. Sam**  
 10 **told me to send it.**  
 11 **And, actually, I felt like I was**  
 12 **sending it to Gary's lawyer and Gary's lawyer was**  
 13 **going to make sure that we got our product.**  
 14 Q. And --  
 15 **A. That's why I asked her to be involved or a**  
 16 **lawyer for Gary to be involved.**  
 17 Q. So Gary and/or Daphna told you, I need  
 18 another 190,000 before this thing can work. They  
 19 induced you to make another 190,000 payment?  
 20 **A. Gary told Sam that. Sam told me to send it.**  
 21 Q. Okay. In your position isn't that classic  
 22 fraud in the inducement?  
 23 **A. Yes, I thought so. I told Sam that.**  
 24 Q. And the only way to cure fraud in the

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1 **I did it.**  
 2 Q. You'll get the product meaning what?  
 3 **A. We'll get the PPE product to the customers**  
 4 **that Gary was supposed to provide.**  
 5 Q. How are you going to make it up? If this is  
 6 for product that's already paid for and sold, how  
 7 are you going to get the product and make it up?  
 8 **A. Well, because there's enough profit in there**  
 9 **that it will just eat into Sam's profit.**  
 10 Q. Enough profit meaning what?  
 11 **A. Well, I think the profit was like 1.8**  
 12 **million. Right?**  
 13 Q. Well, you've got the balance of the funds.  
 14 You have 2.283 million kept there. Right?  
 15 Oh, I'm sorry. If you deduct all  
 16 these wires, you've got 2.571,200, right, in?  
 17 **A. Out.**  
 18 Q. Out. No, no. Right, total wires out,  
 19 right, exactly. You've got \$4,415,040 in. You  
 20 wired out \$2,571,000. So you have a balance of a  
 21 million eight.  
 22 **A. That's what the accounting --**  
 23 Q. That's the profit on these deals?  
 24 **A. That's Sam's profit, yes.**

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1 inducement was for Gary to either deliver the  
 2 product or return the money back?  
 3 **A. Correct.**  
 4 Q. Isn't that what SAFETY HOUSE is saying? You  
 5 had fraudulently -- you and/or Sam fraudulently  
 6 induced him to pay you \$1,965,600 for product that  
 7 he never got, classic fraud in the inducement.  
 8 Don't you have to give him his money  
 9 back or give him the product to make that right?  
 10 **A. Yes, you have to give them their money or**  
 11 **their product. But I didn't induce anybody. I**  
 12 **never talked to anybody.**  
 13 Q. You just had the money?  
 14 **A. Correct.**  
 15 Q. At the time Scully told you on February  
 16 16th, I'm canceling the deal, I want my money back,  
 17 you had a million eight in profit in your escrow  
 18 account.  
 19 **A. He never told me anything. I never spoke**  
 20 **with him.**  
 21 Q. He wrote a text. He texted you on February  
 22 16th and said, I was supposed to get my product. I  
 23 didn't. I want my money back.  
 24 At the time he wrote that to you, you



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1 had a million eight in your attorney escrow  
2 account, didn't you?  
3 **A. Yes.**  
4 Q. You didn't give it back to him, did you?  
5 **A. No.**  
6 Q. The SPA says you only keep 50,000 as  
7 liquidated damages. Right?  
8 **A. No. It says 25,000.**  
9 Q. I'm sorry. My apologies.  
10 **A. I know. You play a little loose with the**  
11 **facts.**  
12 Q. No, it was just inadvertent.  
13 And you never gave him any of his  
14 money back?  
15 **A. No. Sam didn't want to.**  
16 **MR. LIGHTMAN:** This is a good time for  
17 a break for lunch.  
18 (Recess taken from 12:47 p.m. to  
19 1:09 p.m.)  
20 BY MR. LIGHTMAN:  
21 Q. Go to Deposition Exhibit Sternberg 17.  
22 **A. Okay.**  
23 Q. The first wire you made out of the funds for  
24 SAFETY HOUSE and VRC was a wire to Gary Weiss on

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1 **And then he said, send him \$219,240 as**  
2 **the deposit. Okay. I don't know -- that was on**  
3 **the 1st. I don't know what day of the week that**  
4 **was.**  
5 **But, thereafter, I said, you know, if**  
6 **I'm going to send him any more money, I want to**  
7 **send it to his lawyer because I wanted an officer**  
8 **of the court to make sure that this is not exactly**  
9 **what's happened here. Because how was I ever**  
10 **supposed to verify that the goods were there?**  
11 **So that's when I said give me Gary's**  
12 **lawyer. And they complied and that was Daphna.**  
13 Q. So before you wired any money to Gary Weiss  
14 or Daphna, is it true you didn't get any Bill of  
15 Sale or other title documents evidencing that Gary  
16 Weiss or ASolar had title to and possession of the  
17 test kits?  
18 **A. I had my client verify to me that he had**  
19 **possession of the test kits.**  
20 Q. So you took the word of a convicted felon  
21 only. Right?  
22 **A. I took Sam's word. I don't know "only."**  
23 **They may have provided me with other documentation**  
24 **like we've seen already, some of what I would call**

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1 February 1st?  
2 **A. Correct.**  
3 Q. What, if anything, did you do by way of due  
4 diligence to make sure he had the goods?  
5 **A. Well, Sam had called me before and said he**  
6 **was in the warehouse, his warehouse, Gary's**  
7 **warehouse. That's what he said.**  
8 Q. And --  
9 **MR. LAVER:** Finish your answer. Go  
10 ahead.  
11 **THE WITNESS:** I mean, they were  
12 interrupting me.  
13 **MR. LAVER:** I know but go ahead.  
14 That's why I'm saying finish your answer.  
15 BY MR. LIGHTMAN:  
16 Q. Go ahead. I'm sorry.  
17 **A. And that Sam has seen all the goods and that**  
18 **this is real. It's happening, blah, blah, blah.**  
19 **As far as their relationship, who is**  
20 **this guy Gary? Well, they came down to**  
21 **Philadelphia 20 years ago and they did some sort of**  
22 **diamond deal or whatever. They had a relationship,**  
23 **a long-time relationship. So I said, do you trust**  
24 **this guy? Yeah, I trust this guy. Okay.**

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1 **a Manifest. You say it's not a Manifest but...**  
2 Q. They're estimates. Their Local Move  
3 Estimates. That's what they say.  
4 But did you get a Bill of Sale showing  
5 that Gary Weiss or ASolar had title to any test  
6 kits?  
7 **A. I don't, I don't believe I got a document**  
8 **that said Bill of Sale, no.**  
9 Q. Did you get any other document evidencing  
10 that Gary Weiss or ASolar had title to any of these  
11 documents?  
12 **A. You've seen everything I got.**  
13 Q. Okay. The documents you submitted with your  
14 April 24th letter are the only documents that you  
15 had showing that, the Available Movers' documents,  
16 whether they're a Local Move Estimate or what you  
17 call a Manifest or Gary called a Manifest.  
18 **A. Gary called them a Manifest.**  
19 Q. You didn't actually have something like...  
20 **MR. LIGHTMAN:** I'm going to mark this  
21 as Exhibit 20.  
22 (Exhibit Sternberg 20 was marked for  
23 identification.)  
24 **THE WITNESS:** So you're asking me if I

47 (Pages 182 to 185)

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<p style="text-align: right;">Page 186</p> <p>1 got something like this?</p> <p>2 <b>BY MR. LIGHTMAN:</b></p> <p>3 Q. No, no. What is Deposition Exhibit 20?</p> <p>4 <b>A. 20 looks like a Bill of Sale from Charlton</b></p> <p>5 <b>to SAFETY HOUSE.</b></p> <p>6 Q. Dated?</p> <p>7 <b>A. January 21, 2022.</b></p> <p>8 Q. And it's for 151,200 boxes. So they're the</p> <p>9 test kits that my client purchased. Right?</p> <p>10 <b>A. I believe so, yes.</b></p> <p>11 Q. And it's marked CHG-8. Right?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. Did you get a document like this showing</p> <p>14 that Charlton actually owned any of these 151,000</p> <p>15 test kits?</p> <p>16 <b>A. I don't know that I did. My client assured</b></p> <p>17 <b>me that he saw them. He believed it that Gary or</b></p> <p>18 <b>ASolar owned it.</b></p> <p>19 <b>I did a little research on ASolar.</b></p> <p>20 <b>Not much out there. That's when I believed that I</b></p> <p>21 <b>wanted a lawyer in between.</b></p> <p>22 Q. Was it ASolar or ASolarDiamond that you were</p> <p>23 dealing with?</p> <p>24 <b>A. I don't know the difference.</b></p>	<p style="text-align: right;">Page 188</p> <p>1 <b>A. I do not think I did that.</b></p> <p>2 Q. You didn't say to Sam, I know you say that</p> <p>3 and you say it's real, but how do you know that</p> <p>4 they're his and how do we have proof other than him</p> <p>5 telling you that, that he owns this product?</p> <p>6 You never asked Sam to go beyond that.</p> <p>7 Right?</p> <p>8 <b>A. That's a fuzzy line beyond that. We had</b></p> <p>9 <b>discussions about it, and he felt comfortable that</b></p> <p>10 <b>ASolar owned them and all the documentation that</b></p> <p>11 <b>ASolar provided.</b></p> <p>12 <b>And now that I had a lawyer who said</b></p> <p>13 <b>she represented ASolar and had represented him for</b></p> <p>14 <b>20 years, I felt comfortable. I didn't think a</b></p> <p>15 <b>lawyer would have been involved in that.</b></p> <p>16 Q. There's a purchase order from Charlton to --</p> <p>17 excuse me. There's a purchase order -- well, first</p> <p>18 of all, who was the owner of this? Was it Gary</p> <p>19 Weiss or was it ASolar?</p> <p>20 <b>A. I don't know that there are even test kits</b></p> <p>21 <b>now. I don't know.</b></p> <p>22 Q. But who was Gary telling you owned these</p> <p>23 kits?</p> <p>24 <b>A. ASolar. I think that's what's on the</b></p>
<p style="text-align: right;">Page 187</p> <p>1 Q. Okay. It's either or one and the same?</p> <p>2 <b>A. I suspect they're one and the same.</b></p> <p>3 <b>There wasn't any other ASolar involved in the</b></p> <p>4 <b>transaction so...</b></p> <p>5 Q. This document, Deposition Exhibit 20, it</p> <p>6 also references the same Purchase Order 18315 that</p> <p>7 my client gave as part of the SPA. Correct?</p> <p>8 <b>A. Correct.</b></p> <p>9 Q. Okay. And this shows that my client --</p> <p>10 according to this, Charlton is selling to SAFETY</p> <p>11 HOUSE the 151,000 boxes. Right?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. Other than relying upon the word of your</p> <p>14 client, you did nothing by way of due diligence to</p> <p>15 get documentation evidencing that. Correct?</p> <p>16 <b>A. It was between the seller, Sam Gross/CHG and</b></p> <p>17 <b>ASolar.</b></p> <p>18 Q. So the answer to my question is that's</p> <p>19 correct, I did not do anything?</p> <p>20 <b>A. I did not have any duty to do anything and I</b></p> <p>21 <b>didn't.</b></p> <p>22 Q. Well, factually you didn't say to Sam or</p> <p>23 Gary, give me a Bill of Sale showing you own these</p> <p>24 documents. Right?</p>	<p style="text-align: right;">Page 189</p> <p>1 <b>documents, the Manifests or the -- there is a</b></p> <p>2 <b>document that you sent me. It's probably on my</b></p> <p>3 <b>letter to the Bar.</b></p> <p>4 Q. Look at 8A -- 8B rather.</p> <p>5 <b>A. 8B?</b></p> <p>6 Q. Yeah. Who is that estimate addressed to?</p> <p>7 <b>A. Gary Weiss.</b></p> <p>8 Q. So it's not addressed to ASolar or</p> <p>9 ASolarDiamond. Correct?</p> <p>10 <b>A. You know, it's my experience that people</b></p> <p>11 <b>sometimes confuse their own individual self with</b></p> <p>12 <b>their company. So that didn't raise any red flags</b></p> <p>13 <b>to me.</b></p> <p>14 Q. So you believe you're dealing with -- the</p> <p>15 supplier of these products you believe is</p> <p>16 ASolarDiamond, LLC?</p> <p>17 <b>A. I really didn't deal with them. It was Sam</b></p> <p>18 <b>that dealt with them. There is this -- I think</b></p> <p>19 <b>it's Exhibit B to my letter.</b></p> <p>20 Q. Which is the purchase order from ASolar to</p> <p>21 Charlton --</p> <p>22 <b>A. Correct.</b></p> <p>23 Q. -- for those test kits. Right?</p> <p>24 <b>A. Correct.</b></p>

<p style="text-align: right;">Page 190</p> <p>1 Q. So ASolar is purchasing the test kits</p> <p>2 according to one document. Gary Weiss is getting</p> <p>3 what you call a Manifest, what the document states</p> <p>4 is a local truck estimate.</p> <p>5 And that didn't raise any alarm bells</p> <p>6 in your head?</p> <p>7 <b>A. No. Gary said it was a Manifest as well and</b></p> <p>8 <b>this document is an invoice from ASolar, LLC to</b></p> <p>9 <b>Charlton.</b></p> <p>10 Q. Did you even --</p> <p>11 <b>A. And it acknowledges the amount of money.</b></p> <p>12 Q. Okay. Did you even do a search of the</p> <p>13 corporate records to see if ASolar, LLC was a</p> <p>14 validly existing company?</p> <p>15 <b>A. I might have.</b></p> <p>16 Q. What did you come up with?</p> <p>17 <b>A. I don't remember. I don't remember.</b></p> <p>18 Q. I will represent to you that I've searched</p> <p>19 New York and New Jersey and there is no entity I've</p> <p>20 been able to find called ASolar, LLC.</p> <p>21 <b>A. I think you should ask Gary about that.</b></p> <p>22 Q. I did. There's an entity called</p> <p>23 ASolarDiamond, LLC.</p> <p>24 <b>A. Again, that's back to my statement that</b></p>	<p style="text-align: right;">Page 192</p> <p>1 <b>A. You put a lot into that question.</b></p> <p>2 Q. I'll break it down.</p> <p>3 <b>A. Please.</b></p> <p>4 Q. You didn't obtain any title documentation</p> <p>5 from Gary Weiss or ASolar. Correct?</p> <p>6 <b>A. Other than what you've seen, correct.</b></p> <p>7 Q. What I've seen is you've got a Bill of Sale</p> <p>8 which doesn't -- excuse me. You have an invoice</p> <p>9 where he's billing you to buy the stuff. Right?</p> <p>10 <b>A. He's billing Sam to buy the stuff.</b></p> <p>11 Q. Billing Sam to buy the stuff. Excuse me.</p> <p>12 And you have a truck -- a local truck</p> <p>13 estimate produced by Available Moving &amp; Storage to</p> <p>14 Gary Weiss and not ASolar. Right?</p> <p>15 And they're the only documents you got</p> <p>16 and relied upon in making a decision to release</p> <p>17 funds from escrow?</p> <p>18 <b>A. And the invoice from ASolar.</b></p> <p>19 Q. I said that. An invoice from ASolar to</p> <p>20 Charlton for the test kits. Right?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. It doesn't say, I own these test kits.</p> <p>23 Right? It just says, here's what I'm selling you.</p> <p>24 There's no evidence that he actually owns that.</p>
<p style="text-align: right;">Page 191</p> <p>1 <b>sometimes people deal in their individual capacity</b></p> <p>2 <b>or their corporate capacity and they use part of</b></p> <p>3 <b>the name or all of the name.</b></p> <p>4 Q. So here's what I don't get about you.</p> <p>5 You get a million nine from my client.</p> <p>6 You get 2.5 million from VRC.</p> <p>7 <b>A. Right.</b></p> <p>8 Q. The same SPA says that the reason it goes to</p> <p>9 you instead of directly to the seller is because,</p> <p>10 quote, "Title transfer shall occur</p> <p>11 contemporaneously with the release of funds to</p> <p>12 Seller," end quote.</p> <p>13 But you do nothing to make sure that</p> <p>14 that happens. You took the word of a convicted</p> <p>15 felon, Sam Gross. You didn't check about his</p> <p>16 company to see if it was validly formed. You</p> <p>17 didn't get a Bill of Sale or any other document to</p> <p>18 make sure he actually owned the goods.</p> <p>19 All you did was your client, Sam</p> <p>20 Gross, either individually or on behalf of Charlton</p> <p>21 says, I'm in the warehouse. I see these test kits.</p> <p>22 It's good, wire them the money.</p> <p>23 And that's what you based the wire on.</p> <p>24 Correct?</p>	<p style="text-align: right;">Page 193</p> <p>1 Correct?</p> <p>2 <b>A. (No response.)</b></p> <p>3 Q. It's an invoice. Right?</p> <p>4 <b>A. There's no evidence that he doesn't.</b></p> <p>5 Q. But there's no evidence that he does.</p> <p>6 <b>A. That's not my responsibility to check his</b></p> <p>7 <b>company.</b></p> <p>8 Q. But the SPA says, "Title transfer shall</p> <p>9 occur contemporaneously with the release of funds</p> <p>10 to Seller."</p> <p>11 <b>A. Correct. That's the wrong seller. Seller</b></p> <p>12 <b>is CHG in that context. You're mixing them.</b></p> <p>13 Q. Okay. So what did you have showing CHG had</p> <p>14 title to the goods?</p> <p>15 <b>A. CHG represented to me that they were buying</b></p> <p>16 <b>the goods from ASolar or Gary.</b></p> <p>17 Q. The oral conversation you had when Sam</p> <p>18 called you from the warehouse. Right?</p> <p>19 <b>A. And he signed a Bill of Sale.</b></p> <p>20 Q. What Bill of Sale did he sign?</p> <p>21 <b>A. A Bill of Sale to your client.</b></p> <p>22 Q. That's CHG signing a Bill of Sale to my</p> <p>23 client. Right?</p> <p>24 <b>A. Correct.</b></p>

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<p style="text-align: right;">Page 194</p> <p>1 Q. But what evidence do you have that CHG 2 actually had title to those goods? 3 <b>A. They represented to me that they did.</b> 4 Q. He made a phone call to you. Right? 5 <b>A. Well, it probably was more than that.</b> 6 Q. Did he write you an email? Did he follow up 7 that in an email? 8 <b>A. I don't know that he followed up in an email</b> 9 <b>or a text, but it was several conversations that he</b> 10 <b>was comfortable. It's...</b> 11 Q. Sam Gross was comfortable. Right? The 12 convicted felon was comfortable. 13 You, the attorney holding the money 14 that's supposed to make sure title transfer shall 15 occur contemporaneously with release of funds to 16 seller, you didn't get any title documents from 17 CHG. Right? 18 <b>MR. LAVER:</b> Objection. 19 <b>THE WITNESS:</b> I did. 20 <b>BY MR. LIGHTMAN:</b> 21 Q. Other than the two documents we've been 22 referring to, the January 26th invoice from 23 Charlton to -- from ASolar to Charlton and other 24 than the Available Movers local truck estimate, you</p>	<p style="text-align: right;">Page 196</p> <p>1 what you call Manifest or Bill of Lading, which 2 says on it Local Truck Estimate. Right? 3 <b>A. What Gary says is a Manifest.</b> 4 Q. They're the only two documents. Right? 5 <b>A. And his -- did you say his invoice?</b> 6 Q. Yes, the invoice. 7 <b>A. His invoice.</b> 8 Q. Yes, Exhibit B invoice, the Exhibit D 9 documents, whatever they are, Manifest or Bill of 10 Lading, they're the documents you relied upon. 11 Correct? 12 <b>A. Yes.</b> 13 Q. There's no other documents. Correct? 14 <b>A. Other than conversations, correct.</b> 15 Q. Okay. So there wasn't any Bill of Sale 16 showing -- other than those documents, you didn't 17 actually have something called a Bill of Sale 18 showing, like Deposition Exhibit Sternberg 20, 19 showing Charlton getting title to these goods from 20 whoever they bought them from. Right? 21 <b>A. Correct. I was not asked to do that.</b> 22 Q. Do you know who he got the goods from? 23 <b>A. Who ASolar got them from?</b> 24 Q. Yes.</p>
<p style="text-align: right;">Page 195</p> <p>1 didn't get any other documents evidencing title. 2 Correct? 3 <b>MR. LAVER:</b> I object to that 4 testimony. 5 <b>BY MR. LIGHTMAN:</b> 6 Q. You can answer. 7 <b>MR. LAVER:</b> That wasn't a question. 8 <b>THE WITNESS:</b> You're mixing two -- 9 they're two sales. You're mixing them. You're 10 trying to confuse me I think. 11 <b>BY MR. LIGHTMAN:</b> 12 Q. There's a sale from ASolar to Charlton. 13 Correct? 14 <b>A. Correct.</b> 15 Q. And a sale from Charlton to my client and 16 VRC. Right? 17 <b>A. Correct.</b> 18 Q. You didn't get any documents from Gary Weiss 19 or ASolar evidencing that he actually had title to 20 those goods. Correct? 21 <b>A. Other than what you've seen, correct.</b> 22 Q. And the other than what you've seen you are 23 referencing is the January 26th invoice that ASolar 24 sent to Charlton. Right? And the February 7th</p>	<p style="text-align: right;">Page 197</p> <p>1 <b>A. I don't know.</b> 2 Q. Did you make any effort to determine who he 3 purchased the 151,000 kits from? 4 <b>A. My client was in charge of that, not me.</b> 5 Q. But your client didn't have the funds. 6 Right? 7 <b>A. Until --</b> 8 Q. You released them to him. 9 <b>A. Until I released them.</b> 10 Q. Who is the person responsible for making 11 sure that title transfer shall occur 12 contemporaneous with the release of funds to 13 seller? 14 <b>A. That's a broad question.</b> 15 Q. It's really not. Who did my client -- my 16 client transferred \$2 million to you based upon the 17 representations made to him and the understanding 18 set forth in the document you created -- excuse 19 me -- you drafted and edited that title transfer 20 would be contemporaneous with the release of funds 21 to the seller? 22 <b>A. That's correct.</b> 23 Q. Okay. Other than Exhibit B in your letter 24 to the Bar and Exhibit D, there were no other</p>

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1 documents that you asked for or relied upon in  
 2 making the decision to release any of these wires  
 3 that are set forth in the chart. Correct?  
 4 **A. Well, I did ask for and I got some**  
 5 **information from Daphna about her wire instructions**  
 6 **and her name, address, etc.**  
 7 Q. But the information you got from Daphna did  
 8 not pertain to her client's acquisition of title to  
 9 the test kits. Correct?  
 10 **A. I don't think that was an issue.**  
 11 Q. Okay. You said that Gary Weiss fraudulently  
 12 induced your client to transfer \$190,000. Right?  
 13 **A. Among others, among other funds, yes.**  
 14 Q. When did you disburse the million eight from  
 15 your attorney escrow account?  
 16 **A. Well, it was in a series of transactions**  
 17 **where I disbursed it according to what my client**  
 18 **told me because he was trying to buy product in**  
 19 **order to deliver it.**  
 20 Q. So he was using the balance of funds that  
 21 SAFETY HOUSE gave you to purchase product for other  
 22 people?  
 23 **A. For SAFETY HOUSE.**  
 24 Q. What?

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1 we're hearing about that.  
 2 **MR. LAVER:** I object to your testimony  
 3 but that's inaccurate.  
 4 BY MR. LIGHTMAN:  
 5 Q. Other than these five payments, did you  
 6 identify any other payments made out of your escrow  
 7 fund in connection with the funds that SAFETY HOUSE  
 8 gave you?  
 9 **A. Yes, I believe we did.**  
 10 Q. Where?  
 11 **MR. LAVER:** What's the question? The  
 12 materials have been produced and they speak for  
 13 themselves.  
 14 **MR. LIGHTMAN:** Yeah, but these are the  
 15 only five transfers. He's now saying there were  
 16 other transfers made of the million eight left in  
 17 the account.  
 18 **MR. LAVER:** And that's been disclosed  
 19 through our production.  
 20 **MR. LIGHTMAN:** I don't believe so. If  
 21 you could point to the document numbers or produce  
 22 the documents.  
 23 **MR. LAVER:** I will, yeah.  
 24 **MR. SCULLY:** Well, if there's more

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1 **A. He was trying to use these funds -- I think**  
 2 **they call it cover. He was trying to make sure**  
 3 **that he delivered product.**  
 4 Q. Where are any of the documents reflecting  
 5 that attempt to cover?  
 6 **A. My escrow account shows the payments that**  
 7 **were made.**  
 8 Q. Your escrow account shows five transfers  
 9 out. These are the only five transfers you  
 10 identified in Deposition Exhibit Sternberg 19.  
 11 You're saying there were other  
 12 payments made out of your escrow account?  
 13 **MR. LAVER:** Objection, Gary, to your  
 14 explanation but you can clarify.  
 15 BY MR. LIGHTMAN:  
 16 Q. Were there other funds made -- transfers  
 17 made out of your escrow account to try and cover  
 18 when Weiss couldn't cover?  
 19 **A. To buy new product, yes.**  
 20 Q. Okay. Were there actually monies  
 21 transferred out?  
 22 **A. Yeah.**  
 23 **MR. LIGHTMAN:** I would request those  
 24 records be supplied to us. This is the first time

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1 money that went out than the million eight.  
 2 BY MR. LIGHTMAN:  
 3 Q. When was the million eight dissipated,  
 4 totally dissipated?  
 5 **A. The records would speak for themselves, but**  
 6 **there were a series of transactions.**  
 7 Q. Was it by the end of 2022?  
 8 **A. Oh, yeah.**  
 9 Q. Well before the end of 2022?  
 10 **A. I believe so.**  
 11 **MR. LIGHTMAN:** Can you mark this as  
 12 Deposition Exhibit 21.  
 13 (Exhibit Sternberg 21 was marked for  
 14 identification.)  
 15 THE WITNESS: Okay. I've read it.  
 16 BY MR. LIGHTMAN:  
 17 Q. Now, S-h-l-o-m-i, that's a reference to Sam  
 18 Gross. Right?  
 19 **A. That's what you're telling me. I don't know**  
 20 **that.**  
 21 Q. Okay. I will represent to you that that is  
 22 a reference to him. This is a -- Sam is having an  
 23 email exchange, excuse me, a text exchange with  
 24



USDC, ED of PA

American Environmental Ent. v. Manfred Sternberg, Esq., et al.

Wednesday

No. 2:22-CV-0688 (JMY)

Deposition of Manfred Sternberg, Esq.

February 7, 2024

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1 Daphna Zekaria.  
 2 **A. Okay.**  
 3 Q. How do I know that? If you look at the  
 4 11-21 black email back to Sam, it says, "I'm being  
 5 asked to testify against you and Gary basically in  
 6 the federal case and if the judge issues an order,  
 7 I will because of the lies about the amounts  
 8 Manfred and Gary said I received."  
 9 Do you see that?  
 10 **A. Yeah.**  
 11 Q. So the only other person involved in this is  
 12 her because you are identified, Gary is identified  
 13 and she's writing to Sam.  
 14 So is it a fair assumption to say,  
 15 based upon reading that, that the black text back  
 16 to Sam is from Daphna?  
 17 **A. You're asking me to testify about your**  
 18 **document. I don't know, but the documents speak**  
 19 **for themselves. She got those. I've got the wire**  
 20 **receipts to show she got them. If she wants to**  
 21 **deny it, deny it.**  
 22 Q. No, we'll get there in a second.  
 23 It says -- Sam is telling her  
 24 September 20, 2023 "End balance 1,876,003.89."

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1 Q. After he wrote, excuse me, to her, she  
 2 writes back, "All of them are a product of you and  
 3 your people. My God you are the devil. The worst  
 4 person I ever met" -- excuse my French again --  
 5 "just not a fucking word."  
 6 "I'm being asked to testify against  
 7 you and Gary basically in the federal case and if  
 8 the judge issues an order I will because of the  
 9 lies about the amounts Manfred and Gary said I  
 10 received.  
 11 "My God you are the devil. The worst  
 12 person I ever met - not just a fucking" -- and then  
 13 it ends there.  
 14 Do you know what she's talking about?  
 15 **A. No.**  
 16 Q. I should ask her about it then. Right?  
 17 **A. You probably should.**  
 18 **MR. LIGHTMAN:** Mr. Healey?  
 19 **MR. HEALEY:** I don't answer questions.  
 20 **THE WITNESS:** What I would say is  
 21 those DZ wires --  
 22 **BY MR. LIGHTMAN:**  
 23 Q. Let's talk about those.  
 24 **A. Those are three wires that went to Daphna.**

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1 Do you see that?  
 2 **A. Yeah.**  
 3 Q. The ending balance in your escrow account,  
 4 isn't that?  
 5 **A. It may be his ending balance, but it's close**  
 6 **to what you say.**  
 7 Q. So you said all that money went out in 2022.  
 8 Why is Sam Gross writing to Daphna  
 9 September 2023 that there's still a million --  
 10 almost a million nine left in your escrow account?  
 11 **A. You should actually ask him. I don't know.**  
 12 Q. You don't know?  
 13 **A. My bank records will speak for themselves.**  
 14 Q. Well, you haven't produced all your bank  
 15 records.  
 16 **A. I think we have but...**  
 17 Q. You produced January, February, March and  
 18 April.  
 19 **MR. SCULLY:** Just to March.  
 20 **MR. LIGHTMAN:** January, February and  
 21 March and you redacted a lot of it.  
 22 **BY MR. LIGHTMAN:**  
 23 Q. After she writes "End balance 1,876" --  
 24 **A. I thought you said that was what he wrote.**

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1 Q. Let's talk about that. Okay?  
 2 **MR. LIGHTMAN:** Can we mark this as  
 3 Deposition Exhibit 17A, please.  
 4 (Exhibit Sternberg 17A was marked for  
 5 identification.)  
 6 **MR. LIGHTMAN:** It's money flow chart  
 7 number 2.  
 8 **BY MR. LIGHTMAN:**  
 9 Q. If you take 17 and put it on top of 17A, you  
 10 get the full picture. My apologies. I am computer  
 11 illiterate. I couldn't figure out how to print  
 12 this out on one page.  
 13 But if you look where it says --  
 14 **MR. HEALEY:** There's a button that  
 15 says, "print on one page."  
 16 **MR. LIGHTMAN:** I tried that.  
 17 **BY MR. LIGHTMAN:**  
 18 Q. If you look, it says, "MS Total Wires Out"  
 19 on 17, 2,571,200 and then go back down to the next  
 20 page, MS wires to Daphna Zekaria, it's 2,351,960.  
 21 Do you see that?  
 22 **A. Yes.**  
 23 Q. If you take the two -- if you look at the  
 24 top page, if you exclude the top one of 219,240 and

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Tate & Tate, Inc.  
 825 Route 73 North, Suite G, Marlton, New Jersey 08053

(800) 636-8283

<p style="text-align: right;">Page 206</p> <p>1 you take the four there, the million nine, 250, 190 2 and 231, that adds up -- or 1,91 and 25, that adds 3 up to 2,315,960. 4 So start out total wires that you sent 5 to Daphna is \$2,351,960. Do you see that? 6 <b>A. Yes.</b> 7 Q. Gary Weiss has said that total payments that 8 he got from Daphna are only 1,447,200. 9 Do you know how I know that? 10 <b>MR. LIGHTMAN:</b> Let's mark this as 22. 11 (Exhibit Sternberg 22 was marked for 12 identification.) 13 <b>MR. LAVER:</b> Off the record. 14 (Discussion off the record.) 15 BY MR. LIGHTMAN: 16 Q. So I will represent to you, Mr. Sternberg, 17 that Gary Weiss emailed this to us showing total 18 payments that were made to him. 19 He says he got the 219,240 from you on 20 February 1st. He says he got on February 7th 21 \$1,246,960. On February 15th he got another 22 130,000, and on February 28th he got 70,000. 23 And if you add those four up, the 24 total payments he said he got from you and Daphna</p>	<p style="text-align: right;">Page 208</p> <p>1 <b>don't know what their deal is.</b> 2 <b>MR. LIGHTMAN:</b> Mr. Healey? 3 <b>MR. HEALEY:</b> I'm not here to be 4 deposed. 5 THE WITNESS: So, I mean -- 6 <b>MR. LIGHTMAN:</b> I'm giving you a little 7 preview of what -- 8 <b>MR. HEALEY:</b> He can gave it to Sam. 9 <b>MR. LIGHTMAN:</b> I wish. 10 THE WITNESS: You'll notice that he 11 says "should be" to the right and two of his three 12 calculations are correct. 13 BY MR. LIGHTMAN: 14 Q. What's the third calculation not correct? 15 <b>A. Well, he says the last one was 130,000. It</b> 16 <b>was 190,000.</b> 17 Q. No, no. 18 <b>MR. SCULLY:</b> He got 70. 19 BY MR. LIGHTMAN: 20 Q. 190 is what you sent to Daphna; 130 is what 21 he said Daphna sent to him. 22 <b>A. No, you've got it wrong. He's saying he got</b> 23 <b>70 from Daphna, should be 130. And what I'm</b> 24 <b>telling you is I sent him -- I sent Daphna 190.</b></p>
<p style="text-align: right;">Page 207</p> <p>1 was \$1,447,200. Do you see that -- 2 <b>A. Yes.</b> 3 Q. -- on his green stick-um and also on my 4 chart here? 5 <b>A. Yes.</b> 6 Q. Then if you subtract out the wire that you 7 sent him of 219,240, that leaves \$1,227,960, total 8 wires from Daphna to Gary. Do you see that? 9 You sent her a total of \$2,351,960. 10 She sent him total wires of \$1,227,960. That 11 leaves 1,124,000 of money that you wired to Daphna 12 that she didn't wire to Gary, if my math is correct 13 and the information provided to me by Gary Weiss is 14 correct. Correct? 15 <b>MR. HEALEY:</b> Objection. You can 16 answer. 17 BY MR. LIGHTMAN: 18 Q. What happened to that money? 19 <b>MR. HEALEY:</b> Objection. 20 THE WITNESS: What money? 21 BY MR. LIGHTMAN: 22 Q. The 1,124,000 of money that you wired to 23 Daphna that she didn't give to Gary Weiss. 24 <b>A. That's between Daphna and Gary Weiss. I</b></p>	<p style="text-align: right;">Page 209</p> <p>1 Q. I see what you're saying. I got it now. 2 <b>A. So I don't know where his numbers came from</b> 3 <b>or what his deal is with Daphna.</b> 4 Q. And I've asked him for his records, actual, 5 not just handwriting, but I want to see his bank 6 records. And we'll find out next Friday. 7 <b>A. I also think you should audit his documents.</b> 8 Q. For sure. 9 <b>A. Because I think he's manufactured documents.</b> 10 Q. Really? Interesting. Keep those charts 11 there. 12 <b>MR. LIGHTMAN:</b> Let's mark this as 23, 13 please. 14 (Exhibit Sternberg 23 was marked for 15 identification.) 16 <b>MR. LIGHTMAN:</b> For the record 17 Deposition Exhibit Sternberg 23 has Bates stamps 18 Sternberg 529, 530 and 531. 19 BY MR. LIGHTMAN: 20 Q. Do you recognize this deposition exhibit? 21 <b>A. Not really, but it probably is -- if I</b> 22 <b>produced it, I had it. So I'm not denying that I</b> 23 <b>got it. I just don't recall it.</b> 24 Q. Did you ever respond to this email?</p>

<p style="text-align: right;">Page 210</p> <p>1 <b>A. I don't know.</b></p> <p>2 Q. Could you check and see if you did produce</p> <p>3 that? Because I don't have a response.</p> <p>4 <b>A. Okay.</b></p> <p>5 Q. Where is your email that Sam Gross is</p> <p>6 responding to?</p> <p>7 <b>A. Why do you think he's responding?</b></p> <p>8 Q. He just wrote this out of the clear blue to</p> <p>9 you?</p> <p>10 <b>A. I mean, you're suggesting to me that it's</b></p> <p>11 <b>responsive to an email from me? I'm just asking</b></p> <p>12 <b>you where did you get that?</b></p> <p>13 Q. I believe it is but will you check that as</p> <p>14 well?</p> <p>15 <b>A. Okay.</b></p> <p>16 Q. He says, "Good morning, my friend." So</p> <p>17 you're still friends as of May 21st. Right?</p> <p>18 <b>A. Is that a question?</b></p> <p>19 Q. Yeah.</p> <p>20 <b>A. I'd call you my friend. So I've got a lot</b></p> <p>21 <b>of friends.</b></p> <p>22 Q. Okay. So he says, "The entire deal is</p> <p>23 causing me now also physically damages as I am</p> <p>24 constantly stressed."</p>	<p style="text-align: right;">Page 212</p> <p>1 <b>A. That's what that says.</b></p> <p>2 Q. And if you add to that, next line, the</p> <p>3 diamonds and gem stones that were given to your</p> <p>4 client and/or you of \$4 million, there's 6,283,120</p> <p>5 bucks in profit. Right?</p> <p>6 <b>A. No.</b></p> <p>7 Q. Why isn't that correct?</p> <p>8 <b>A. Who is giving you the \$4 million figure?</b></p> <p>9 Q. That's Gary Weiss' numbers on the collateral</p> <p>10 that shows it's 4 million bucks.</p> <p>11 And nowhere in any of the documents do</p> <p>12 you or Sam say, Gary, the collateral you gave us is</p> <p>13 not worth 4 million. None of you write him back.</p> <p>14 So that's what I go on.</p> <p>15 <b>A. So that's complete speculation and you're</b></p> <p>16 <b>relying on what he's saying. I don't know what</b></p> <p>17 <b>those jewels are worth.</b></p> <p>18 <b>I have no -- I'm not a gemologist.</b></p> <p>19 <b>Are you? I don't think you are. I don't know how</b></p> <p>20 <b>you would know that, but don't suggest to me \$6</b></p> <p>21 <b>million and have a fake question.</b></p> <p>22 Q. I'll rephrase it.</p> <p>23 The total profit on the deal for your</p> <p>24 client is 2,283,120 plus whatever the gem stones</p>
<p style="text-align: right;">Page 211</p> <p>1 Do you see that?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. Then he writes -- what does he mean by that?</p> <p>4 Do you know?</p> <p>5 <b>A. You'd have to ask him.</b></p> <p>6 Q. Okay. He says, "I don't care about the</p> <p>7 profit." What's he referring to there?</p> <p>8 <b>A. I guess he's talking about the profit.</b></p> <p>9 Q. That's the million eight that's left in your</p> <p>10 account after you buy the stuff?</p> <p>11 <b>MR. LAVER: Objection.</b></p> <p>12 <b>THE WITNESS: I don't think he says</b></p> <p>13 <b>that. I think he says later it's less than that.</b></p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. I'm sorry. Hold on a second. One more</p> <p>16 thing I forgot to cover.</p> <p>17 In 17, Deposition Exhibit 17 --</p> <p>18 <b>A. Correct.</b></p> <p>19 Q. -- if you take the money that VRC gave you</p> <p>20 and SAFETY HOUSE gave you, subtract from that the</p> <p>21 money you wire transferred, there's still 2,283,120</p> <p>22 bucks left over.</p> <p>23 Do you see that right there</p> <p>24 (indicating)? Right?</p>	<p style="text-align: right;">Page 213</p> <p>1 are valued at that were turned over from Gary to</p> <p>2 Sam. Right?</p> <p>3 <b>A. Yes. Some material items, correct.</b></p> <p>4 Q. He says it's 4 million and that brings the</p> <p>5 profit up to 6 million --</p> <p>6 <b>A. Who is he?</b></p> <p>7 Q. Gary Weiss.</p> <p>8 <b>A. Ask him about it next Friday.</b></p> <p>9 Q. I plan to, believe me. Let's go back to</p> <p>10 this Deposition Exhibit 23.</p> <p>11 He says, "I haven't sold the</p> <p>12 collateral yet." That's a reference to -- do you</p> <p>13 see where it says -- he writes, "Regardless, the</p> <p>14 reason I'm texting/emailing this? Is not to have</p> <p>15 an argument but to clarify a few things."</p> <p>16 Do you see that?</p> <p>17 (Court reporter asked for</p> <p>18 clarification.)</p> <p>19 <b>BY MR. LIGHTMAN:</b></p> <p>20 Q. Sam is writing to you on May 31, 2022,</p> <p>21 "Regardless, the reason I'm texting/emailing this?</p> <p>22 Is not to have an argument but to clarify a few</p> <p>23 things."</p> <p>24 Do you see that?</p>

<p style="text-align: right;">Page 214</p> <p>1 <b>A. I do.</b></p> <p>2 Q. So he says, "Yes, I haven't sold the</p> <p>3 collateral yet." Right?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. So I guess you asked him have you sold the</p> <p>6 collateral because he's saying, yes, I haven't sold</p> <p>7 it. Right?</p> <p>8 <b>A. Correct.</b></p> <p>9 Q. That's what leads me to think there's a text</p> <p>10 or an email from you to him to which he's</p> <p>11 responding. That's why I would like to see that.</p> <p>12 <b>A. It may be a phone call, but go ahead.</b></p> <p>13 Q. That's true.</p> <p>14 <b>A. And that's why he's saying -- he's saying</b></p> <p>15 <b>I'm writing the email because he doesn't want to</b></p> <p>16 <b>argue on the phone.</b></p> <p>17 Q. All right. It says, "I might not even sell</p> <p>18 it till the season starts (which is months ahead)." Right?</p> <p>19 <b>A. Right.</b></p> <p>20 Q. Then he writes, "The things is that I have</p> <p>21 opportunities to close VRC and ship to Scully in</p> <p>22 full as well for peanuts now." Right?</p> <p>23 <b>A. Yes.</b></p> <p>24</p>	<p style="text-align: right;">Page 216</p> <p>1 <b>A. That's what it says.</b></p> <p>2 Q. Do you know what that means?</p> <p>3 <b>A. You should ask him.</b></p> <p>4 Q. Well, how did Gary Weiss screw Sam or you if</p> <p>5 Gary gave you collateral worth 4 million when he</p> <p>6 did not come through with the test kits?</p> <p>7 <b>A. Well, your question keeps on saying you.</b></p> <p>8 <b>Gary didn't give me anything. He didn't give me</b></p> <p>9 <b>jewels. He didn't give me money. He didn't give</b></p> <p>10 <b>me anything.</b></p> <p>11 Q. He gave them to Sam?</p> <p>12 <b>A. Sam.</b></p> <p>13 Q. Sam had control over it?</p> <p>14 <b>A. Sam was the client, yes.</b></p> <p>15 Q. You didn't have control over it?</p> <p>16 <b>A. The money but not the gems.</b></p> <p>17 Q. You didn't have control over the gems?</p> <p>18 <b>A. None.</b></p> <p>19 Q. Why did you offer the gems to Randy Adler</p> <p>20 and/or Bill Berman if they couldn't come through</p> <p>21 with the product?</p> <p>22 <b>A. On behalf of Sam, on behalf of my client. I</b></p> <p>23 <b>don't have gems.</b></p> <p>24 Q. So you didn't write -- you wrote in your</p>
<p style="text-align: right;">Page 215</p> <p>1 Q. And then he says, "And I don't know why you</p> <p>2 say there is no money." Right?</p> <p>3 <b>A. Correct.</b></p> <p>4 Q. "(Unless you took out funds for you as</p> <p>5 profit already. And fine. But then just say it)." Do you see that?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. So why is he saying you may have taken funds</p> <p>8 out for your profit?</p> <p>9 <b>A. Because he's wrong. I remember. Now I</b></p> <p>10 <b>remember this. He's just completely wrong, way off</b></p> <p>11 <b>base.</b></p> <p>12 Q. So you should have written him back saying,</p> <p>13 you're wrong, I didn't take money out as profit?</p> <p>14 <b>A. Probably but --</b></p> <p>15 Q. I'm asking you to find out what your</p> <p>16 response is. Okay?</p> <p>17 <b>A. Okay.</b></p> <p>18 Q. Then he says, "I'm running around like a</p> <p>19 chicken with no head. I used my own funds as well</p> <p>20 for this. Because it's my responsibility to</p> <p>21 complete these orders no matter what. With Gary</p> <p>22 screwing me or not. With collateral or not." Right?</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 217</p> <p>1 email to them, my client will give you the gems or</p> <p>2 I will give you the gems?</p> <p>3 <b>A. I don't know. What did I say?</b></p> <p>4 Q. We're going to get to that.</p> <p>5 <b>A. Okay. You said, I would give you the gems.</b></p> <p>6 <b>Is that what you said I said? Let's see how right</b></p> <p>7 <b>you are.</b></p> <p>8 Q. I asked.</p> <p>9 <b>A. Let's see how right you are.</b></p> <p>10 Q. I asked. I didn't say -- I said which one?</p> <p>11 <b>A. You suggested the answer to me of "I."</b></p> <p>12 Q. Mr. Sternberg, I just --</p> <p>13 <b>A. I just want to make sure that you're asking</b></p> <p>14 <b>questions.</b></p> <p>15 Q. I'm just asking questions. You're the one</p> <p>16 that's supposed to give full and complete and</p> <p>17 truthful answers.</p> <p>18 <b>MR. LAVER:</b> Gary, move on. We're</p> <p>19 good. Go on.</p> <p>20 <b>BY MR. LIGHTMAN:</b></p> <p>21 Q. "The facts are? Number wise?"</p> <p>22 Do you see that?</p> <p>23 <b>A. Yep.</b></p> <p>24 Q. "These people sent us 4.5 million." Right?</p>

55 (Pages 214 to 217)

<p style="text-align: right;">Page 218</p> <p>1 <b>A. Okay.</b></p> <p>2 Q. What does my chart say?</p> <p>3 <b>A. 4.4.</b></p> <p>4 Q. Pretty close, isn't it?</p> <p>5 <b>A. Yeah. For horse shoes, yes.</b></p> <p>6 Q. And there's other people involved. There's</p> <p>7 other test kits involved in this deal. Right?</p> <p>8 <b>A. I don't know what that means.</b></p> <p>9 <b>MR. LIGHTMAN:</b> We'll mark this as 24,</p> <p>10 please.</p> <p>11 (Exhibit Sternberg 24 was marked for</p> <p>12 identification.)</p> <p>13 <b>THE WITNESS:</b> Okay.</p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. So you produced this as Sternberg 282. It's</p> <p>16 a list of test kit delivery addresses with PO#,</p> <p>17 Ship To Address and Quantities Shipped.</p> <p>18 Do you see that?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. And the PO number, it shows one, two, three,</p> <p>21 fourth one down, "Aldan Avenue in General Mills,"</p> <p>22 151,200 kits. Do you see that?</p> <p>23 <b>A. I see that.</b></p> <p>24 Q. But it's really Glen Mills. Would you agree</p>	<p style="text-align: right;">Page 220</p> <p>1 Warehouse for 7,000 kits. Right?</p> <p>2 <b>A. That's what it says.</b></p> <p>3 Q. And there's a purchase order listed to the</p> <p>4 left. Do you see that?</p> <p>5 <b>A. Yes.</b></p> <p>6 Q. And if you look at Exhibit B to your letter</p> <p>7 to the Bar, there's a line item underneath the</p> <p>8 total for the 7,000. Do you see that?</p> <p>9 Exhibit B or look at Deposition</p> <p>10 Exhibit 4, your letter to the Bar.</p> <p>11 <b>A. I'm looking. Here it is.</b></p> <p>12 Q. Look at Exhibit B.</p> <p>13 <b>A. Okay.</b></p> <p>14 Q. One of the line items is a \$7000 line item.</p> <p>15 Right?</p> <p>16 <b>A. No. It's a 7,000 quantity item.</b></p> <p>17 Q. Right, 7,000 quantity item. Right?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. And that corresponds to Uyba County Schools.</p> <p>20 Right?</p> <p>21 <b>A. Well, it's the same number.</b></p> <p>22 Q. It's the same number. Excuse me. It's the</p> <p>23 same number shown on El Monte Unified School</p> <p>24 District for quantity number?</p>
<p style="text-align: right;">Page 219</p> <p>1 that that's a misstatement?</p> <p>2 <b>A. I didn't prepare it. I think Gary prepared</b></p> <p>3 <b>it. So I have no confidence that anything is</b></p> <p>4 <b>accurate.</b></p> <p>5 Q. And if you look at the purchase order,</p> <p>6 that's not even the right purchase order for my</p> <p>7 client's product. Right?</p> <p>8 <b>A. Probably not.</b></p> <p>9 Q. But if you look two inches right above it,</p> <p>10 VRC Medical Services and Nail &amp; Beauty, if you add</p> <p>11 those two numbers up, the 181,440 and the 7,560,</p> <p>12 that comes out to 189,000.</p> <p>13 Do you see that?</p> <p>14 <b>A. I see that.</b></p> <p>15 Q. Okay. So that's those three entries, Nail &amp;</p> <p>16 Beauty and VRC combined for 189,000 and Aldan</p> <p>17 Avenue, 151,000.</p> <p>18 In addition to the VRC, Nail &amp; Beauty</p> <p>19 and SAFETY HOUSE sales, there's one, two, three</p> <p>20 other purchasers listed on this. Correct?</p> <p>21 <b>A. I don't know that they're purchasers. These</b></p> <p>22 <b>are delivery addresses.</b></p> <p>23 Q. Okay. So one of them is El Monte -- the</p> <p>24 bottom one is El Monte Unified School District</p>	<p style="text-align: right;">Page 221</p> <p>1 <b>A. Yeah, same number.</b></p> <p>2 Q. If you look at Nation Wide Medical Services</p> <p>3 at the top of this page 282, it's for 15,120.</p> <p>4 Right?</p> <p>5 <b>A. That's what it says.</b></p> <p>6 Q. And that number also matches the number set</p> <p>7 forth on that Exhibit B invoice, 15,120?</p> <p>8 <b>A. As the number of units, yes.</b></p> <p>9 Q. Units. So we have accounted for Nation</p> <p>10 Wide, Nail &amp; Beauty, VRC, SAFETY HOUSE.</p> <p>11 Is there a line item for 3,000 to Uyba</p> <p>12 County Schools on Exhibit B?</p> <p>13 <b>A. I don't see it but...</b></p> <p>14 Q. Why isn't there a line item for that in the</p> <p>15 purchase order when it's shown as a shipping</p> <p>16 address?</p> <p>17 <b>A. Someone else could have bought it and had it</b></p> <p>18 <b>shipped to somebody else.</b></p> <p>19 Q. You're just guessing. Right?</p> <p>20 <b>A. Well, I didn't write this document. I told</b></p> <p>21 <b>you it's not mine.</b></p> <p>22 Q. Your answer is I don't know?</p> <p>23 <b>A. That's been my answer. This is what the</b></p> <p>24 <b>document says. It says what it says.</b></p>

56 (Pages 218 to 221)



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1 Q. So it could be the difference between the  
2 4.4 that I calculate and the extra 100,000 is Uyba  
3 County Schools that's not on here. Right?  
4 **A. It could be.**  
5 Q. You don't know. You don't know the answer?  
6 **A. I've told you I don't know.**  
7 Q. So it says, "These people sent us 4.5  
8 million." Who is he referring to by "these  
9 people"?  
10 **A. You'd have to ask him.**  
11 Q. Well, he wrote you an email saying, here's  
12 the facts. These people gave us 4.5.  
13 Did you write him back saying, I don't  
14 know what you're talking about. What do you mean  
15 by these people?  
16 **A. I don't know what he means by seeing this**  
17 **but maybe there's a response letter.**  
18 Q. Okay. So you don't know without seeing if  
19 there's a response. Right?  
20 **A. No, but this 4.5, that is close to your 4.4.**  
21 Q. Okay. The number on my schedule?  
22 **A. Yeah.**  
23 Q. And it says, "We have given Gary 2.5."  
24 Right?

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1 2:03 p.m.)  
2 **MR. LAVER:** What was the question?  
3 **MR. LIGHTMAN:** The question was --  
4 **MR. LAVER:** I didn't ask you. Read it  
5 back, please.  
6 (The court reporter read back the  
7 following:  
8 "Q. So even though you sent him  
9 another 1.25 out of your attorney escrow account,  
10 you didn't do anything to confirm what that money  
11 was used for, whether or not he actually had test  
12 kits or whether or not they were actually delivered  
13 to VRC. Correct?  
14 "A. Correct.")  
15 BY MR. LIGHTMAN:  
16 Q. Would it surprise you to learn that VRC says  
17 they only received a total of four skids?  
18 **MR. LAVER:** Objection to form.  
19 THE WITNESS: That would surprise me.  
20 BY MR. LIGHTMAN:  
21 Q. Why?  
22 **A. I was told otherwise.**  
23 Q. By your client. Right?  
24 **A. Yes.**

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1 **A. Which is close to your numbers as well.**  
2 Q. It's almost exact to my number. Right?  
3 **A. Yes.**  
4 Q. That leaves 2 million.  
5 **A. Yes.**  
6 Q. I came up with what on my chart?  
7 **A. 1.8.**  
8 Q. Pretty close. Right?  
9 **A. For horseshoes, yes.**  
10 Q. Then "You sent me 1.25 which I fully used to  
11 fulfill VRC." Correct?  
12 **A. That's what it says.**  
13 Q. Okay. So why would he write that when VRC  
14 says they only got four pallets?  
15 **A. You'd have to ask them. I don't know.**  
16 Q. So even though you sent him another 1.25 out  
17 of your attorney escrow account, you didn't do  
18 anything to confirm what that money was used for,  
19 whether or not he actually had test kits or whether  
20 or not they were actually delivered to VRC.  
21 Correct?  
22 **A. Correct.**  
23 **MR. LAVER:** We're off the record.  
24 (Recess taken from 2:01 p.m. to

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1 Q. You didn't get any documentation to evidence  
2 him actually acquiring title to test kits which he  
3 allegedly said he used the 1.25 million to fill for  
4 VRC. Right?  
5 **A. That's not right.**  
6 Q. Did you get documentation showing he had  
7 test kits to send to VRC?  
8 **A. I believe I did. He provided me with**  
9 **documentation, that email you showed earlier where**  
10 **I said I want the documentation of the BOLs.**  
11 Q. The Bills of Lading?  
12 **A. Yeah.**  
13 Q. Okay. So he sent you the Bills of Lading?  
14 **A. I don't know that he did but that's what I**  
15 **wanted.**  
16 Q. You asked him for it. Sitting here today,  
17 did you ever get Bills of Lading or other  
18 documentation showing he had this product?  
19 **A. I don't recall.**  
20 **MR. LIGHTMAN:** I request that you  
21 supply me with that if you have it, please.  
22 **MR. LAVER:** Put it in writing.  
23 **MR. LIGHTMAN:** These are document  
24 requests on the record that will be supplemented.

<p style="text-align: right;">Page 226</p> <p>1 BY MR. LIGHTMAN:</p> <p>2 Q. He writes, "That leaves 750,000." The \$2</p> <p>3 million in his above line minus the 1.25 million is</p> <p>4 750,000.</p> <p>5 Do you see that?</p> <p>6 <b>A. I see that.</b></p> <p>7 Q. Then he says, "We did use 180,000 for</p> <p>8 Daniel." Do you know who that is?</p> <p>9 <b>A. I think that's some guy who sued, who sued</b></p> <p>10 <b>him.</b></p> <p>11 Q. Again, for not delivering test kits?</p> <p>12 <b>A. I don't think it was test kits, something</b></p> <p>13 <b>else.</b></p> <p>14 Q. For PPE, some PPE?</p> <p>15 <b>A. Some sort of PPE, yes.</b></p> <p>16 Q. Was an SPA used for that PPE?</p> <p>17 <b>A. Probably.</b></p> <p>18 Q. Was the money paid to you?</p> <p>19 <b>A. It probably went through my trust account,</b></p> <p>20 <b>yes.</b></p> <p>21 Q. So what's Daniel's last name?</p> <p>22 <b>A. I don't know.</b></p> <p>23 Q. Okay. So that's another victim that was</p> <p>24 supposed to get PPE that never got it that ended up</p>	<p style="text-align: right;">Page 228</p> <p>1 <b>MR. LIGHTMAN:</b> Purchasers.</p> <p>2 BY MR. LIGHTMAN:</p> <p>3 Q. Then it says, "We did use 80k for Foley."</p> <p>4 Do you see that reference?</p> <p>5 What is that a reference to?</p> <p>6 <b>A. I think it's the same type of thing.</b></p> <p>7 Q. Who is Foley?</p> <p>8 <b>A. Some sort of dispute that he had with Foley,</b></p> <p>9 <b>a guy named Foley, I guess.</b></p> <p>10 Q. Do you remember his first name?</p> <p>11 <b>A. I do not.</b></p> <p>12 Q. How about Mike Foley? Does that jog a bell?</p> <p>13 <b>A. No.</b></p> <p>14 Q. How about Mike Foley, the head of the</p> <p>15 Teamsters Union? Does that ring a bell?</p> <p>16 <b>A. I don't know. I don't know.</b></p> <p>17 Q. Maybe that explains why you and Sam decided</p> <p>18 to pay him his 80 grand back?</p> <p>19 <b>MR. LAVER:</b> Objection to form.</p> <p>20 BY MR. LIGHTMAN:</p> <p>21 Q. Okay. Maybe that's why --</p> <p>22 <b>MR. LAVER:</b> What kinds of questions</p> <p>23 are these?</p> <p>24 BY MR. LIGHTMAN:</p>
<p style="text-align: right;">Page 227</p> <p>1 suing for the 180,000. Right?</p> <p>2 <b>A. You described it as a victim.</b></p> <p>3 Q. Another purchaser. Right?</p> <p>4 <b>A. Yeah.</b></p> <p>5 Q. Were you named as a defendant in that</p> <p>6 lawsuit?</p> <p>7 <b>A. I don't know. I don't think so.</b></p> <p>8 Q. Where was the lawsuit brought?</p> <p>9 <b>A. I think it was probably -- I don't know that</b></p> <p>10 <b>a lawsuit was ever brought.</b></p> <p>11 Q. He threatened to sue. Right?</p> <p>12 <b>A. Everybody threatens.</b></p> <p>13 Q. Okay. Well, do you have other threats from</p> <p>14 other purchasers to sue because orders weren't</p> <p>15 fulfilled?</p> <p>16 <b>A. I don't know.</b></p> <p>17 <b>MR. LIGHTMAN:</b> I request that you</p> <p>18 produce that stuff, too.</p> <p>19 <b>MR. LAVER:</b> Produce what?</p> <p>20 <b>MR. LIGHTMAN:</b> Any letters or threats</p> <p>21 by other victims who purchased PPE or test kits</p> <p>22 that never got them.</p> <p>23 <b>MR. LAVER:</b> Object to that request but</p> <p>24 you can follow up in writing.</p>	<p style="text-align: right;">Page 229</p> <p>1 Q. -- Sam decided he should get his 80 grand</p> <p>2 back?</p> <p>3 <b>A. You should probably ask Sam.</b></p> <p>4 Q. You didn't have anything to do with that.</p> <p>5 Right? Did you have any knowledge about that?</p> <p>6 <b>A. Apparently I did.</b></p> <p>7 Q. Okay. Yeah, you gave 80 grand --</p> <p>8 <b>A. As directed by my client, correct.</b></p> <p>9 Q. -- back as a refund to Foley. Right?</p> <p>10 <b>A. If that's what it's for, yes.</b></p> <p>11 Q. Do you have documentation with evidence to</p> <p>12 that?</p> <p>13 <b>A. I do not know.</b></p> <p>14 Q. Okay.</p> <p>15 <b>MR. LIGHTMAN:</b> I request that you</p> <p>16 check. Interesting guy, Foley.</p> <p>17 BY MR. LIGHTMAN:</p> <p>18 Q. And then you say, "And then we did George at</p> <p>19 about 50k."</p> <p>20 <b>A. Yeah.</b></p> <p>21 Q. Who is George?</p> <p>22 <b>A. George Gianforcaro.</b></p> <p>23 Q. Gianforcaro?</p> <p>24 <b>A. Yes.</b></p>

<p style="text-align: right;">Page 230</p> <p>1 Q. And who is he?</p> <p>2 A. <b>He was someone in the PPE business, in</b></p> <p>3 <b>business with Sam.</b></p> <p>4 Q. Who bought through an SPA --</p> <p>5 A. <b>No.</b></p> <p>6 Q. -- and gave you the money?</p> <p>7 A. <b>Well, probably.</b></p> <p>8 Q. Okay.</p> <p>9 A. <b>Probably.</b></p> <p>10 Q. And he never got his product and he</p> <p>11 threatened and Sam said to you, give him his 50k</p> <p>12 back?</p> <p>13 A. <b>Sam directed me to give him his 50k.</b></p> <p>14 Q. How many other victims are there? Excuse</p> <p>15 me.</p> <p>16 How many total other purchasers out</p> <p>17 there that never got their product that threatened</p> <p>18 to sue you or sued you?</p> <p>19 A. <b>I don't know.</b></p> <p>20 Q. More than a dozen?</p> <p>21 A. <b>No.</b></p> <p>22 Q. More than six?</p> <p>23 A. <b>Lots of people threaten lots of things. I</b></p> <p>24 <b>don't remember.</b></p>	<p style="text-align: right;">Page 232</p> <p>1 <b>MR. LAVER:</b> Note my objection to this</p> <p>2 ongoing line of questioning. You're asking the</p> <p>3 witness his impression on someone else's email?</p> <p>4 <b>MR. SCULLY:</b> To him.</p> <p>5 <b>MR. LAVER:</b> You're not testifying.</p> <p>6 Please stop.</p> <p>7 <b>MR. LIGHTMAN:</b> It's an email that Sam</p> <p>8 wrote to Manfred saying you took 150 --</p> <p>9 <b>MR. LAVER:</b> Correct.</p> <p>10 <b>MR. LIGHTMAN:</b> -- out as funds you</p> <p>11 used.</p> <p>12 <b>MR. LAVER:</b> So ask the author of the</p> <p>13 email.</p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. Do you agree that you took 150,000 out of</p> <p>16 escrow and used it?</p> <p>17 A. <b>No, I don't agree with those numbers.</b></p> <p>18 Q. And so I presume you would have written him</p> <p>19 back if you disagreed and said, Sam, you'll check</p> <p>20 the records here? Right?</p> <p>21 A. <b>It's the same answer as three times before,</b></p> <p>22 <b>yes.</b></p> <p>23 Q. And it's still 400k or so left. Right?</p> <p>24 A. <b>That's what it says.</b></p>
<p style="text-align: right;">Page 231</p> <p>1 Q. But you have records of this stuff. Right?</p> <p>2 A. <b>I don't know that either.</b></p> <p>3 Q. Okay. Then he writes, "So there should be</p> <p>4 about 550,000 left." Correct?</p> <p>5 A. <b>That's what he says.</b></p> <p>6 Q. And do you agree with that or disagree with</p> <p>7 that?</p> <p>8 A. <b>I don't think I agreed with it. I thought</b></p> <p>9 <b>it was way off.</b></p> <p>10 Q. So you wrote him back saying, Sam, your</p> <p>11 numbers are way off base?</p> <p>12 A. <b>I've already answered that question. I</b></p> <p>13 <b>don't know.</b></p> <p>14 Q. Okay. But you'll check and produce the</p> <p>15 documents?</p> <p>16 A. <b>Yeah.</b></p> <p>17 Q. Okay. Then you write, "I know we had funds</p> <p>18 that you said you laid out before. But we also had</p> <p>19 deposits that was kept by you. And even if you</p> <p>20 take 150k out of this? As funds you used? It's</p> <p>21 still 400k or so left."</p> <p>22 What does he mean by you taking 150k</p> <p>23 out?</p> <p>24 A. <b>I don't know.</b></p>	<p style="text-align: right;">Page 233</p> <p>1 Q. When he wrote this to you in May, he said</p> <p>2 there's only -- he said there's 400,000 left.</p> <p>3 Was that the same, more or less than</p> <p>4 what you actually had left in your escrow account?</p> <p>5 A. <b>I think it was far less.</b></p> <p>6 Q. Far less?</p> <p>7 A. <b>I had far less in my escrow account than</b></p> <p>8 <b>that.</b></p> <p>9 Q. Okay. So how much do you recollect you had</p> <p>10 in your escrow account?</p> <p>11 A. <b>I don't know.</b></p> <p>12 Q. Now, in my letter to you February 15th I</p> <p>13 notified you do not make any further disbursements</p> <p>14 from the escrow fund. Correct?</p> <p>15 A. <b>Who wrote me that?</b></p> <p>16 Q. I wrote you that in February. Do you need</p> <p>17 to see the letter again?</p> <p>18 A. <b>Yeah. You can show me the letter, but I</b></p> <p>19 <b>really don't take instruction from you on what to</b></p> <p>20 <b>do with my client's money.</b></p> <p>21 Q. But the funds in the escrow account,</p> <p>22 1,965,000 of those funds were my client's funds.</p> <p>23 Right?</p> <p>24 A. <b>I don't agree.</b></p>

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1 Q. And if you check -- well, you got a million  
 2 nine. Right?  
 3 **A. I see the math.**  
 4 Q. You only paid 907,000. Correct?  
 5 **A. Correct.**  
 6 Q. So you had 1,058,400 left over after you  
 7 made the disbursements?  
 8 **MR. LAVER:** Objection, according to a  
 9 document you created.  
 10 BY MR. LIGHTMAN:  
 11 Q. According to the figures that I put together  
 12 from the documents in this case.  
 13 You didn't dispute that the 151,000  
 14 test kits were on the purchase order. Correct?  
 15 **A. Correct.**  
 16 Q. You didn't dispute the 1,965,600 was wired  
 17 to you?  
 18 **A. Correct.**  
 19 Q. You didn't dispute Sam charged you -- that  
 20 Gary charged you \$6 per kit or a total of \$907,200.  
 21 Correct?  
 22 **A. He didn't charge me anything.**  
 23 Q. He invoiced Sam --  
 24 **A. Correct.**

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1 made from that escrow, date, amount, to whom made,  
 2 manner of payment, and any amount of money remains  
 3 in escrow.  
 4 You listed five transactions, one  
 5 deposit and four withdrawals. Correct?  
 6 **MR. LAVER:** Objection, in addition to  
 7 the documents that were produced.  
 8 BY MR. LIGHTMAN:  
 9 Q. This is what your response in writing under  
 10 oath said was made, the four disbursements you made  
 11 from my client, 1,965,000.  
 12 **A. Will you make the representation on the**  
 13 **record that that's my amended responses to**  
 14 **Interrogatories?**  
 15 Q. You filed amended responses to  
 16 Interrogatories?  
 17 **A. I think we did.**  
 18 Q. You know something, if you did, I owe you an  
 19 apology.  
 20 **A. You owe me an apology for a lot of this.**  
 21 Q. I don't think so.  
 22 **A. Because what you've tried to do is**  
 23 **misrepresent what I've said. You've misrepresented**  
 24 **documents. You've --**

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1 Q. -- \$6 or \$907,200. Correct?  
 2 **A. Correct.**  
 3 Q. And you don't dispute that if you take the  
 4 million nine, subtract out what Gary charged Sam,  
 5 you end up with 1,058,400 that still should be  
 6 sitting in your escrow account. Right?  
 7 **A. I don't agree.**  
 8 Q. As of February 15th -- excuse me. As of  
 9 February 4th, after you paid the 2,131,920 bucks to  
 10 Gary Weiss or Daphna, that should be the money  
 11 left?  
 12 **MR. LAVER:** Objection.  
 13 BY MR. LIGHTMAN:  
 14 Q. Right?  
 15 **A. No.**  
 16 Q. You don't show any disbursements other than  
 17 these of my client's funds other than the money you  
 18 put in here?  
 19 **A. That's not true.**  
 20 Q. Well, where is the other disbursements?  
 21 **A. I think they've been provided to you.**  
 22 Q. Not according to your records.  
 23 The complete escrow records showing  
 24 plaintiff's 1.9656, as well as each disbursement

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1 Q. I don't think so.  
 2 **A. Well, the record will reflect.**  
 3 Q. If someone creates -- excuse me. If someone  
 4 drafts an SPA that says, I'm going to get the money  
 5 in escrow from my client, title transfer to occur  
 6 contemporaneously with release of funds to seller,  
 7 and then you release the funds without even doing  
 8 due diligence, let alone obtaining the required  
 9 documents, I respectfully submit that's not only a  
 10 \$2 million judgment, that's loss of a legal  
 11 license.  
 12 But, you know something, I could be  
 13 wrong and you could be right.  
 14 **MR. LAVER:** Objection. Move to  
 15 strike.  
 16 **MR. LIGHTMAN:** That's why there's a  
 17 jury trial.  
 18 **MR. LAVER:** Ask a question. Move to  
 19 strike that entire testimony.  
 20 **MR. LIGHTMAN:** It's not testimony.  
 21 **MR. LAVER:** Gary, of course it is.  
 22 You didn't ask any question --  
 23 **MR. LIGHTMAN:** Well, you reviewed all  
 24 the documents.

USDC, ED of PA

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<p>1 <b>MR. LAVER:</b> -- and you misrepresented</p> <p>2 the record and the testimony.</p> <p>3 <b>MR. LIGHTMAN:</b> I don't think so.</p> <p>4 <b>MR. LAVER:</b> You're losing focus. Do</p> <p>5 you want a coffee?</p> <p>6 <b>MR. LIGHTMAN:</b> I don't think so at</p> <p>7 all. I'm very focused.</p> <p>8 Let's mark this as 25.</p> <p>9 (Exhibit Sternberg 25 was marked for</p> <p>10 identification.)</p> <p>11 <b>MR. LIGHTMAN:</b> Will counsel stipulate</p> <p>12 these are the redacted escrow records for the</p> <p>13 Manfred Sternberg IOLTA account in question for</p> <p>14 January 2022?</p> <p>15 <b>MR. LAVER:</b> Yes.</p> <p>16 <b>MR. LIGHTMAN:</b> Okay.</p> <p>17 BY MR. LIGHTMAN:</p> <p>18 Q. If I were to get unredacted copies of this,</p> <p>19 in the page that's labeled page 3 of 10 at the</p> <p>20 bottom right where it says, "Deposits and other</p> <p>21 credits" --</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. -- I would see two line item entries for the</p> <p>24 January 19th and January 20th deposit that VRC made</p>	<p>1 Q. -- 1-18, 1-18, 1-19. What's Affiliated</p> <p>2 Commercial Co?</p> <p>3 <b>A. Affiliated Commercial Services is a company</b></p> <p>4 <b>that my family owns and it's the owner of the</b></p> <p>5 <b>PayPal account that these funds were sent from.</b></p> <p>6 Q. Your family owns Affiliated Commercial Co?</p> <p>7 What is Affiliated Commercial Co?</p> <p>8 <b>A. It's a privately-held corporation in Texas.</b></p> <p>9 Q. Who owns it?</p> <p>10 <b>A. I don't know.</b></p> <p>11 Q. Molly?</p> <p>12 <b>A. We're not here today to --</b></p> <p>13 Q. Wait a second. You didn't redact these that</p> <p>14 shows money that my client paid into your escrow</p> <p>15 account. On the 13th you're spending \$9,518.18.</p> <p>16 You're transferring that to Affiliated Commercial</p> <p>17 Co. Correct? On the 13th you transfer another</p> <p>18 \$1,336. Correct?</p> <p>19 <b>A. No, no, no. Again, you're wrong.</b></p> <p>20 Q. Okay. So tell me --</p> <p>21 <b>A. Again, you're wrong.</b></p> <p>22 Q. Tell me what the \$9,518.18 transaction under</p> <p>23 "Withdrawals and other debits" on January 13th to</p> <p>24 Affiliated Commercial Co represents?</p>
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<p>1 into your account totaling 2.449 million. Correct?</p> <p>2 <b>A. This is the account that would have it.</b></p> <p>3 Q. Okay. And on the next page where it says</p> <p>4 1-20 and that's blocked out, that would be the</p> <p>5 \$181,440 wire transfer made by VRC on January 20th?</p> <p>6 <b>MR. LAVER:</b> Objection. The redactions</p> <p>7 are because you're not entitled to it.</p> <p>8 <b>MR. LIGHTMAN:</b> You say we're not</p> <p>9 entitled to it but it's apparent --</p> <p>10 <b>MR. LAVER:</b> And we're right.</p> <p>11 <b>MR. LIGHTMAN:</b> Isn't it apparent to</p> <p>12 you from these questions and the documents that</p> <p>13 these aren't separate transactions, that this is</p> <p>14 all one big fraud scheme?</p> <p>15 <b>MR. LAVER:</b> I don't answer questions.</p> <p>16 Your question is objectionable and I've instructed</p> <p>17 the witness. Move on.</p> <p>18 BY MR. LIGHTMAN:</p> <p>19 Q. What is Affiliated Commercial Co?</p> <p>20 <b>A. Where is that?</b></p> <p>21 Q. Withdrawals and debits, 1-13, 1-13 --</p> <p>22 <b>A. Oh, those?</b></p> <p>23 Q. -- 1-14, 1-14, 1-14, 1-18, 1-18 --</p> <p>24 <b>A. I got it.</b></p>	<p>1 <b>A. Well, you're misrepresenting the document.</b></p> <p>2 <b>It's not to Affiliated Commercial Co. It's from</b></p> <p>3 <b>Affiliated Commercial Co.</b></p> <p>4 Q. So wait. Your bank is wrong? Instead of</p> <p>5 putting it under credits or deposits, they</p> <p>6 accidentally put it under withdrawals and other</p> <p>7 debits?</p> <p>8 <b>A. No. You're making that up. I didn't say</b></p> <p>9 <b>that. This is the company that has the PayPal</b></p> <p>10 <b>account which is a related company to my family.</b></p> <p>11 <b>If you see, "Transfer ID," that's Sam Gross.</b></p> <p>12 Q. The PayPal5177 WEB is Sam Gross?</p> <p>13 <b>A. I don't know where 5177 WEB is.</b></p> <p>14 Q. If you see ID, it says, Sam Gross.</p> <p>15 <b>A. Yeah. "Instant Transfer, ID: SAMROSINC."</b></p> <p>16 Q. Tell me what that transaction represents.</p> <p>17 <b>A. I don't know. It was something he told me</b></p> <p>18 <b>he wanted.</b></p> <p>19 Q. So you took out 49,518.18 from your escrow</p> <p>20 account and sent it to Sam Gross?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. Why does it say, "INDN-Affiliated Commercial</p> <p>23 Co" on there?</p> <p>24 <b>A. Because that's who owns the PayPal account.</b></p>

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<p>1 Q. But why is it coming out of your escrow</p> <p>2 account?</p> <p>3 <b>A. Because it's connected to my escrow account</b></p> <p>4 <b>in order to be able to use PayPal.</b></p> <p>5 Q. Okay. So when he said I want money,</p> <p>6 Affiliated Commercial Co took \$9,518.18 out of the</p> <p>7 escrow funds that SAFETY HOUSE and/or VRC put into</p> <p>8 your escrow account and transferred it to Sam?</p> <p>9 <b>MR. LAVER:</b> Objection.</p> <p>10 <b>THE WITNESS:</b> I don't know that's the</p> <p>11 way it worked.</p> <p>12 <b>BY MR. LIGHTMAN:</b></p> <p>13 Q. Well, how does it work? Tell me how the</p> <p>14 transaction on January 13th for almost ten grand</p> <p>15 worked.</p> <p>16 <b>MR. LAVER:</b> Go ahead.</p> <p>17 <b>THE WITNESS:</b> Sam asked me for that</p> <p>18 amount and he wanted it delivered by PayPal. And</p> <p>19 from PayPal I sent it to him, and it comes out of</p> <p>20 the trust account.</p> <p>21 <b>BY MR. LIGHTMAN:</b></p> <p>22 Q. Why?</p> <p>23 <b>A. Because it's trust funds. It's his money.</b></p> <p>24 Q. Sam is asking you for all these monies for</p>	<p>1 Q. So the answer to my question is yes, when</p> <p>2 Sam said send me -- I need \$9,518.18, you just did</p> <p>3 it without any documentation or confirmation,</p> <p>4 written confirmation, that it was for the purchase</p> <p>5 of test kits or PPE. Correct?</p> <p>6 <b>MR. LAVER:</b> Objection. You can answer</p> <p>7 again.</p> <p>8 <b>THE WITNESS:</b> It is what it says it</p> <p>9 is.</p> <p>10 <b>BY MR. LIGHTMAN:</b></p> <p>11 Q. Do you have any documentation that you can</p> <p>12 produce showing that he used that \$9,518 to</p> <p>13 purchase test kits?</p> <p>14 <b>A. You'd have to ask him what he used his money</b></p> <p>15 <b>for.</b></p> <p>16 Q. Do you have any documentation showing</p> <p>17 that --</p> <p>18 <b>A. This is the documentation I have.</b></p> <p>19 Q. Other than your line item entry on your</p> <p>20 trust account, you have no other documentation?</p> <p>21 <b>A. I'm sure PayPal probably does.</b></p> <p>22 Q. The PayPal is not owned by you. It's owned</p> <p>23 by Affiliated Commercial Co. Right?</p> <p>24 <b>A. No. PayPal is not owned by Affiliated.</b></p>
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<p>1 what?</p> <p>2 <b>A. Yes. You'd have to ask Sam.</b></p> <p>3 Q. You're holding the money in escrow.</p> <p>4 <b>A. It's not my money.</b></p> <p>5 Q. Whose money is it?</p> <p>6 <b>A. It belongs to Sam.</b></p> <p>7 Q. No, it doesn't. It's in trust sent to you</p> <p>8 by SAFETY HOUSE and VRC and the other purchasers to</p> <p>9 purchase test kits.</p> <p>10 So you're releasing 9500 to Sam on the</p> <p>11 13th of January 2022. Did you confirm that was for</p> <p>12 the purchase of test kits or PPE?</p> <p>13 <b>A. That's what I was told.</b></p> <p>14 Q. Did you get a document?</p> <p>15 <b>A. No.</b></p> <p>16 Q. Okay. Who told you that, Sam?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. So Sam, a convicted felon convicted of</p> <p>19 embezzlement, says send me 9500 and you just do it?</p> <p>20 <b>A. It's his money.</b></p> <p>21 Q. You just do it without any due diligence.</p> <p>22 Right?</p> <p>23 <b>A. There's no due diligence requirement for me</b></p> <p>24 <b>to send the client their money.</b></p>	<p>1 Q. Excuse me. The PayPal account is owned by</p> <p>2 Affiliated Commercial Co. Correct?</p> <p>3 <b>A. Correct. You keep on doing that. Why are</b></p> <p>4 <b>you trying to trick me?</b></p> <p>5 Q. I'm not trying to trick you. I'm trying --</p> <p>6 <b>A. Well, you keep on using funny words.</b></p> <p>7 Q. -- to understand why you transferred this</p> <p>8 money to Sam without any kind of documentation</p> <p>9 showing it was used for test kits.</p> <p>10 <b>MR. LAVER:</b> You already asked that</p> <p>11 question.</p> <p>12 <b>THE WITNESS:</b> Asked and answered.</p> <p>13 <b>BY MR. LIGHTMAN:</b></p> <p>14 Q. On all of these --</p> <p>15 <b>A. Same answer.</b></p> <p>16 Q. Is your answer the same for each of these</p> <p>17 transactions?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. Do you have one single Bill of Sale for any</p> <p>20 of the money that was transferred from PayPal</p> <p>21 through Affiliated Commercial Co to Sam Gross --</p> <p>22 <b>MR. LAVER:</b> Objection.</p> <p>23 <b>BY MR. LIGHTMAN:</b></p> <p>24 Q. -- for any of these withdrawals from the</p>

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<p style="text-align: right;">Page 246</p> <p>1 escrow funds?</p> <p>2 <b>MR. LAVER:</b> Objection.</p> <p>3 THE WITNESS: I'm sure I do.</p> <p>4 BY MR. LIGHTMAN:</p> <p>5 Q. Where is it? Why haven't you produced any</p> <p>6 of it?</p> <p>7 <b>A. I don't know what you would consider as</b></p> <p>8 <b>documentation.</b></p> <p>9 Q. How about a Bill of Sale? Do you have a</p> <p>10 Bill of Sale for any of these transactions?</p> <p>11 <b>A. Maybe, but I don't think so.</b></p> <p>12 <b>MR. LIGHTMAN:</b> I'm requesting you</p> <p>13 produce the documentation for each of these PayPal</p> <p>14 withdrawals.</p> <p>15 THE WITNESS: Okay.</p> <p>16 BY MR. LIGHTMAN:</p> <p>17 Q. Would your answer be the same if I asked you</p> <p>18 for each of the ones shown on page 5 of 10 of your</p> <p>19 escrow account?</p> <p>20 <b>A. Yes.</b></p> <p>21 Q. Page 6?</p> <p>22 <b>A. Yes. Taylor Panagakos, P-a-n-a-g-a-k-o-s,</b></p> <p>23 <b>that is his stepdaughter that sometimes he asked me</b></p> <p>24 <b>to send it to her.</b></p>	<p style="text-align: right;">Page 248</p> <p>1 <b>A. I have no idea.</b></p> <p>2 Q. Does it have anything to do with the</p> <p>3 purchase of PPE?</p> <p>4 <b>A. I don't know.</b></p> <p>5 Q. Does it have anything to do with the</p> <p>6 purchase by SAFETY HOUSE or VRC or any other</p> <p>7 purchasers of the test kits?</p> <p>8 <b>A. I don't know.</b></p> <p>9 Q. Why did you transfer 20?</p> <p>10 <b>A. It was his money.</b></p> <p>11 Q. It's not his money when you have it in your</p> <p>12 attorney escrow account. It's money that</p> <p>13 purchasers have sent to you to hold in escrow until</p> <p>14 title transfer contemporaneous with the delivery of</p> <p>15 goods occurs.</p> <p>16 So tell me why did you transfer 20 to</p> <p>17 his stepdaughter on January 20th?</p> <p>18 <b>MR. LAVER:</b> Objection. Move to strike</p> <p>19 counsel's testimony again. There's no question</p> <p>20 there.</p> <p>21 BY MR. LIGHTMAN:</p> <p>22 Q. Answer the question then.</p> <p>23 <b>MR. LAVER:</b> There was no question.</p> <p>24 BY MR. LIGHTMAN:</p>
<p style="text-align: right;">Page 247</p> <p>1 Q. So Sam says send 20 grand to my</p> <p>2 stepdaughter, Taylor. Right?</p> <p>3 <b>A. It's his money, yes.</b></p> <p>4 Q. Did she buy any test kits?</p> <p>5 <b>A. I don't know. You'd have to ask her.</b></p> <p>6 Q. Did she buy any PPE?</p> <p>7 <b>A. You'd have to ask her.</b></p> <p>8 Q. Did you do any due diligence to see if the</p> <p>9 20,000 he wanted sent to Taylor was to fulfill any</p> <p>10 PPE or test kit sales?</p> <p>11 <b>MR. LAVER:</b> Objection. We keep</p> <p>12 talking about due diligence, which suggests the</p> <p>13 requirement that he complete any due diligence.</p> <p>14 Stop asking that question.</p> <p>15 BY MR. LIGHTMAN:</p> <p>16 Q. So you can use the money, the \$2 million</p> <p>17 that SAFETY HOUSE transferred into your trust</p> <p>18 account, for any purpose Sam tells you to use it?</p> <p>19 <b>MR. LAVER:</b> Here we go again. Are we</p> <p>20 going to start all over?</p> <p>21 <b>MR. LIGHTMAN:</b> No.</p> <p>22 BY MR. LIGHTMAN:</p> <p>23 Q. This 20,000, does it have anything to do</p> <p>24 with the purchase of test kids?</p>	<p style="text-align: right;">Page 249</p> <p>1 Q. Why did you send the 20 grand if you have no</p> <p>2 idea what it was for?</p> <p>3 <b>MR. LAVER:</b> Objection.</p> <p>4 BY MR. LIGHTMAN:</p> <p>5 Q. Is it merely because Sam told you to do</p> <p>6 that?</p> <p>7 <b>A. The funds belonged to my client, as I</b></p> <p>8 <b>understood it.</b></p> <p>9 Q. Is it merely because Sam told you to</p> <p>10 transfer 10,000 (sic) out of your escrow that you</p> <p>11 did it, regardless of whose you thought the funds</p> <p>12 were?</p> <p>13 You think the funds are Sam's once you</p> <p>14 get them. We think the funds are escrow funds that</p> <p>15 you can't release to the seller until the</p> <p>16 purchasers get title. Okay? All right?</p> <p>17 Question: Who was your client?</p> <p>18 <b>A. Charlton Holdings.</b></p> <p>19 Q. Who is the seller?</p> <p>20 <b>A. Charlton Holdings.</b></p> <p>21 Q. Are any of these PayPal transfers to</p> <p>22 Charlton Holding's account?</p> <p>23 <b>A. They're for the benefit of Charlton.</b></p> <p>24 Q. Are any of these transfers directly into a</p>

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1 Charlton Holding Group's account?

2 **A. I don't know that Charlton had any bank**

3 **account.**

4 Q. So question -- Go to Exhibit 4.

5 **MR. LIGHTMAN:** Let me see this for a

6 second.

7 (Brief pause.)

8 BY MR. LIGHTMAN:

9 Q. Let's go back to your bank account.

10 So if you look at these payments to

11 Taylor, they're payments to Taylor because Sam told

12 you that's where he wanted the money transferred?

13 **A. Correct.**

14 Q. And if you look at... the same day that my

15 client wire transferred you almost \$2 million, you

16 transferred out of that to Taylor \$5500. Right?

17 **A. Where are you reading from?**

18 (Brief pause.)

19 THE WITNESS: So 1-21/1-22 I wired

20 PayPal \$5,500.

21 BY MR. LIGHTMAN:

22 Q. So on January 21st you wired out through

23 PayPal to Taylor or using Affiliated Commercial

24 Co's PayPal account 5500 to Taylor. Right?

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1 Q. Who is the title owner of --

2 **A. I don't know today. I could tell you later,**

3 **but I don't know today.**

4 **MR. LIGHTMAN:** I would request the

5 records for Affiliated Commercial.

6 THE WITNESS: What does that mean?

7 BY MR. LIGHTMAN:

8 Q. I want to see the Articles of Incorporation.

9 **A. You can find all of that at the Texas**

10 **Secretary of State. It's been incorporated since**

11 **the '90s.**

12 Q. Why did you use PayPal instead of just

13 transferring it directly from your escrow account?

14 **A. I guess that's what he asked me to do. I**

15 **have a PayPal account that can be used.**

16 Q. Because he wanted the money instantly?

17 **A. You'd have to ask him.**

18 Q. Okay.

19 **MR. LIGHTMAN:** Let's mark this as 26.

20 (Exhibit Sternberg 26 was marked for

21 identification.)

22 THE WITNESS: Okay.

23 **MR. LIGHTMAN:** For the record

24 Sternberg 318 to 321.

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1 **A. Correct.**

2 Q. And are you a member of Affiliated

3 Commercial Co?

4 **A. I'm the president.**

5 Q. You're the president. Are you an owner?

6 **A. I don't own any stock.**

7 Q. Pardon me?

8 **A. I don't own any stock.**

9 Q. Who owns the stock?

10 **A. Other people.**

11 Q. Who is "other people"? It's a family-owned

12 business.

13 **A. It's a family-owned thing.**

14 Q. Other than Max and Molly, do you have anyone

15 else in your family?

16 **A. I do.**

17 Q. How many other people?

18 **A. I've got one other daughter.**

19 Q. Who is that?

20 **A. Margaret.**

21 Q. And does Margaret have an interest in

22 Affiliated Commercial Co?

23 **A. They're all the beneficial owners of**

24 **Affiliated.**

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1 BY MR. LIGHTMAN:

2 Q. What is this?

3 **A. It looks like wires sent.**

4 **MR. LIGHTMAN:** Let's mark this as --

5 I'm going to take off deposition sticker 26 and

6 instead put it on --

7 **MR. LAVER:** This record is going to be

8 a mess.

9 THE WITNESS: I've already answered on

10 26.

11 **MR. LIGHTMAN:** No, you haven't. We

12 didn't ask a question.

13 This is 26.

14 **MR. LAVER:** A total mess.

15 (Exhibit Sternberg 26 was re-marked

16 for identification.)

17 BY MR. LIGHTMAN:

18 Q. So 26 would be your IOLTA account statement

19 for February 22. Right?

20 **A. Correct.**

21 **MR. HEALEY:** Are both of them 26?

22 **MR. LIGHTMAN:** No. I labeled the

23 wrong one. 25 is the IOLTA account statement from

24 Merrill Lynch for January of 2020.

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<p style="text-align: right;">Page 254</p> <p>1 <b>MR. HEALEY:</b> That's 26?</p> <p>2 <b>MR. LIGHTMAN:</b> Right. Deposition</p> <p>3 Exhibit 26 is the Manfred Sternberg IOLTA trust</p> <p>4 account records for February of 2022.</p> <p>5 And what I originally labeled 26 is</p> <p>6 now being remarked as 27, the Bank of America</p> <p>7 statement, pages Sternberg 318 to 321.</p> <p>8 <b>COURT REPORTER:</b> I don't have 27.</p> <p>9 <b>MR. LAVER:</b> Where is the Bank of</p> <p>10 America one?</p> <p>11 Mark that, please. I'm sorry.</p> <p>12 (Exhibit Sternberg 27 was marked for</p> <p>13 identification.)</p> <p>14 <b>BY MR. LIGHTMAN:</b></p> <p>15 Q. 26 is your IOLTA account records for</p> <p>16 February. Right?</p> <p>17 <b>A. Correct.</b></p> <p>18 Q. And it shows the wires out to Gary Weiss on</p> <p>19 February 1st and to Daphna on February 4th, 15th</p> <p>20 and 25th. Correct?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. What's this wire out to Innovative Graphics</p> <p>23 Limited on the 17th?</p> <p>24 <b>A. I don't know.</b></p>	<p style="text-align: right;">Page 256</p> <p>1 Q. Why didn't you give my client his money back</p> <p>2 and avoid this whole thing?</p> <p>3 <b>A. Because my client instructed me otherwise.</b></p> <p>4 Q. The day before that he wrote a text to my</p> <p>5 client saying no problem.</p> <p>6 <b>A. My client is not making a complaint that I</b></p> <p>7 <b>sent the money to the wrong place or didn't send it</b></p> <p>8 <b>to the wrong place, but you need to ask him.</b></p> <p>9 Q. Question: The wire back to Innovative</p> <p>10 Graphics Limited for 77,000, is that the money that</p> <p>11 Sam refers to in Deposition Exhibit -- is that a</p> <p>12 reference to Foley, the 80k to Foley?</p> <p>13 <b>A. I mean, this is 77,000. It might be.</b></p> <p>14 Q. It might be, but you don't know. Right?</p> <p>15 <b>A. No.</b></p> <p>16 Q. You would have records of that. Right?</p> <p>17 <b>A. Maybe.</b></p> <p>18 Q. What's the difference between Deposition</p> <p>19 Exhibit 26 and Deposition Exhibit 27?</p> <p>20 <b>A. Are you serious? You want me to -- I mean,</b></p> <p>21 <b>there's a lot of differences.</b></p> <p>22 Q. No. One says Merrill Lynch. One says Bank</p> <p>23 of America.</p> <p>24 <b>A. If you look at it carefully, which</b></p>
<p style="text-align: right;">Page 255</p> <p>1 Q. You don't know. How about look at the last</p> <p>2 line.</p> <p>3 <b>A. It says, "Refund in full." It's probably</b></p> <p>4 <b>Charlton.</b></p> <p>5 Q. Right. So it's a refund to Innovative</p> <p>6 Graphics Limited. Correct?</p> <p>7 <b>A. That's what it says, yes.</b></p> <p>8 Q. Another victim of this scheme. Correct?</p> <p>9 <b>A. No.</b></p> <p>10 Q. I'll rephrase it. Another purchaser of test</p> <p>11 kits or PPE that never got what they ordered and</p> <p>12 you're giving them money back?</p> <p>13 <b>A. And/or canceled the contract.</b></p> <p>14 Q. Oh, wait. So they can cancel the contract</p> <p>15 and get their money back, but my client can't</p> <p>16 cancel the contract and get his money back?</p> <p>17 <b>A. I don't know.</b></p> <p>18 Q. Sam wrote a text to him on February 15th</p> <p>19 that says just tell Manfred you're canceling and</p> <p>20 you'll get your money back. Correct?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. We wrote a text -- we wrote to you on the</p> <p>23 16th saying we want our money back. Correct?</p> <p>24 <b>A. Correct.</b></p>	<p style="text-align: right;">Page 257</p> <p>1 <b>apparently you haven't done, but number 26 says</b></p> <p>2 <b>Merrill Lynch, a Bank of America Company and then</b></p> <p>3 <b>it says to the right, BankofAmerica.com.</b></p> <p>4 <b>And then it says this is a Public</b></p> <p>5 <b>Service Trust Account. It's a statement. Right?</b></p> <p>6 <b>It's a statement. That's what that is.</b></p> <p>7 <b>And 27 is a Wire Transfer Advice and</b></p> <p>8 <b>so are the rest of those attached as 27.</b></p> <p>9 Q. So the wires came into and out of your Bank</p> <p>10 of America account at Merrill Lynch?</p> <p>11 <b>A. I assume that's the way they do it, but</b></p> <p>12 <b>you'd have to ask Bank of America or Merrill Lynch.</b></p> <p>13 Q. Okay. He writes in that email -- let's go</p> <p>14 back to -- go back to Deposition Exhibit 23.</p> <p>15 <b>A. Okay.</b></p> <p>16 Q. He writes, "I'm looking at an opportunity to</p> <p>17 close both the tail of VRC and close Scully</p> <p>18 (whether he takes the delivery or not. If he don't</p> <p>19 take the delivery at such cheap prices I can dump</p> <p>20 it some place else)."</p> <p>21 Do you see that?</p> <p>22 <b>MR. LAVER:</b> I don't. Where are you?</p> <p>23 <b>MR. LIGHTMAN:</b> On page 130, top of the</p> <p>24 page of Deposition Exhibit 23.</p>

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1 THE WITNESS: I see that.  
 2 BY MR. LIGHTMAN:  
 3 Q. What does he mean by that? Do you know?  
 4 A. **You'd have to ask him.**  
 5 Q. He writes, "The main point? These people  
 6 paid for goods. I need to deliver. Gary or no  
 7 Gary. Collateral sells or no collateral sells. I  
 8 am doing my best."  
 9 Do you see that?  
 10 A. **Yes.**  
 11 Q. He says, "I need 90,000 from this money to  
 12 at least close VRC." Do you see that?  
 13 A. **I see that.**  
 14 Q. Did you send him the 90,000?  
 15 A. **I think I probably did if that's what he**  
 16 **said.**  
 17 Q. And that should be in the records that you  
 18 produced for us?  
 19 A. **I imagine so.**  
 20 MR. LIGHTMAN: I'd like to make a  
 21 request for that because I haven't seen that 90k  
 22 transfer.  
 23 BY MR. LIGHTMAN:  
 24 Q. And then it says, "Then we can together

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1 number for Charlton Holding Group?  
 2 A. **Yes.**  
 3 Q. So you said earlier you didn't think  
 4 Charlton had a bank account.  
 5 A. **I think they did then.**  
 6 Q. So you're saying they closed the account  
 7 after May of 2022?  
 8 A. **No. They probably still have it. I don't**  
 9 **know. It's their account.**  
 10 Q. So why didn't you wire funds directly to  
 11 Charlton?  
 12 A. **I answered that before.**  
 13 Q. You said they didn't have a bank account.  
 14 A. **At the time I didn't think they did. That's**  
 15 **what I was told.**  
 16 Q. Does this refresh your recollection that  
 17 they did?  
 18 A. **No. I think they got an account, just like**  
 19 **I said, later.**  
 20 Q. Okay.  
 21 MR. LIGHTMAN: Mark this as 28.  
 22 (Exhibit Sternberg 28 was marked for  
 23 identification.)  
 24 THE WITNESS: Okay.

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1 decide what to do with Scully after."  
 2 What does that mean?  
 3 A. **You'd have to ask him.**  
 4 Q. Why does he say, "We can decide together  
 5 what to do with Scully after"?  
 6 A. **Because I'm his lawyer.**  
 7 Q. Okay. If you go further down, he talks  
 8 about got to put VRC to bed. I need 90,000 to do  
 9 that. We need to sell Gary's collateral.  
 10 Then he writes, "These funds were sent  
 11 for these goods. It's the right thing to do. And  
 12 we must complete VRC." Right?  
 13 A. **No. You keep on misrepresenting the record.**  
 14 **It says, "And I must complete VRC."**  
 15 Q. Excuse me. That's right.  
 16 A. **Why are you trying to trick me?**  
 17 Q. I didn't. I misread it. And it says, "I  
 18 must complete VRC."  
 19 A. **Get it straight when you're asking me these**  
 20 **questions because you want to make it seem like**  
 21 **it's we. It's him.**  
 22 Q. And it says, "Please wire from these funds  
 23 90k to Charlton Holding Group" and he gives you a  
 24 branch, a bank, a routing number, and an account

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1 BY MR. LIGHTMAN:  
 2 Q. Do you know what this is?  
 3 A. **I know what parts of it are.**  
 4 Q. What is it?  
 5 A. **It looks like a list of the jewels or**  
 6 **whatever.**  
 7 Q. I'm sorry the first two pages look like  
 8 that, but that's the way it came out when it was  
 9 sent to me.  
 10 If you look at the last page of  
 11 this --  
 12 A. **Who was it sent to you by, Gary?**  
 13 Q. Yeah.  
 14 A. **That's probably why.**  
 15 Q. If you look at the last page, it's an  
 16 email -- the email that's blown up and  
 17 incomprehensible is dated March 30, 2022 from Gary  
 18 to Sam Gross.  
 19 And there's a list and it says --  
 20 right under To Charlton from ASolar it says, "For  
 21 attention and benefit of Manfred Sternberg,  
 22 Esquire."  
 23 Do you see that?  
 24 A. **I see it written.**



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1 Q. Why would he write that on this?

2 **A. Because Gary is a liar and a thief, and I**

3 **think this is probably a doctored document.**

4 Q. How about Gary and Sam and even you all

5 claiming that you're the one who insisted on the

6 collateral rather than a refund?

7 **A. For the benefit of my client, correct, and**

8 **not in lieu of refund.**

9 Q. No?

10 **A. As collateral. That's why they call it**

11 **collateral.**

12 Q. That's your sworn testimony?

13 **A. That's why they call it collateral.**

14 Q. Okay.

15 **A. Because it's not in payment of. It's**

16 **collateral in case it doesn't get paid.**

17 Q. And this was sent to both you and Sam on

18 March 30th. Correct?

19 **A. That's what it looks like.**

20 Q. And when you got this, you didn't write back

21 to him, hey, Gary, it's not for the attention and

22 benefit of Manfred Sternberg, it's for Sam Gross,

23 did you?

24 **A. I don't know that that was on -- that looks**

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1 **A. I do.**

2 Q. So on March 1, 2022 Gary Weiss was telling

3 you and Sam if you like a refund, no questions

4 asked. Correct?

5 **A. That's what it looks like he said.**

6 **MR. LIGHTMAN:** Mark this as 30,

7 please.

8 (Exhibit Sternberg 30 was marked for

9 identification.)

10 **BY MR. LIGHTMAN:**

11 Q. At the top it's a text. It says, Weiss

12 document 329. Right?

13 **A. Right.**

14 Q. And then right under that is Sam Gross, his

15 identification showing this is a text from him.

16 If you read further down, it says --

17 I'm sorry. This is Gary Weiss writing to Sam, "I

18 would like to add, Charlton Holding Group requested

19 the funds back.

20 "However? Mr. Sternberg Esq. had

21 insisted on this collateral instead of a refund.

22 Stating he does not wish to lose the profit." And

23 then he writes, "(If needed? Emails will be

24 provided)." (sic)

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1 **like that's written. So how did he email that to**

2 **me if it was written? Explain that.**

3 Q. I'm going to ask him, but I think it was

4 something that he scanned and sent to you after he

5 wrote -- made a list of collateral.

6 He said he wrote it for the attention

7 of Manfred Sternberg, Esquire because you're the

8 one that demanded the collateral and he sent it to

9 you and Sam Gross.

10 Do you dispute that?

11 **A. Yes.**

12 **MR. LIGHTMAN:** Let's mark this as 29.

13 (Exhibit Sternberg 29 was marked for

14 identification.)

15 **THE WITNESS:** Okay, I've read it.

16 **BY MR. LIGHTMAN:**

17 Q. For the record it's an email that Gary Weiss

18 sent to you and Sam on March 1st.

19 **A. Yes.**

20 Q. Do you see that?

21 **A. Yes.**

22 Q. And in here the last line, it says, "If you

23 like a refund you have no questions asked."

24 Do you see that?

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1 Do you see that?

2 **A. I do.**

3 Q. So was Gary Weiss lying when he wrote to Sam

4 Gross, "I would like to add, Charlton Holding Group

5 requested the funds back"?

6 **A. I have no idea if this is real or not. I**

7 **suspect it's not real, but I would ask for those**

8 **emails.**

9 Q. You're reading my mind, okay.

10 So when he says, add this, is he

11 telling Sam you should add it to the declaration

12 that you prepared?

13 **A. I don't --**

14 Q. You have no idea?

15 **A. When is the date?**

16 Q. Huh?

17 **A. When is the date?**

18 Q. I don't have a date on this, unfortunately.

19 **A. So you can't give me a date. I can't tell**

20 **you what it was about.**

21 Q. Okay. When he says add this, do you know

22 what he's talking about?

23 **A. You'd have to ask him or Sam.**

24 **By the way, I advocate for my clients**

<p style="text-align: right;">Page 266</p> <p>1 <b>often to get some sort of security for a debt.</b></p> <p>2 <b>MR. LIGHTMAN:</b> Let's look at this, 31.</p> <p>3 (Exhibit Sternberg 31 was marked for</p> <p>4 identification.)</p> <p>5 <b>BY MR. LIGHTMAN:</b></p> <p>6 Q. So 31 is a series of texts.</p> <p>7 <b>A. Okay.</b></p> <p>8 Q. The first page labeled Weiss 6, 000006.</p> <p>9 <b>A. Okay.</b></p> <p>10 Q. It says, "This text is to confirm." This is</p> <p>11 Sam Gross writing to Gary. "I never wanted your</p> <p>12 collateral. Manfred Sternberg had requested it.</p> <p>13 And he have confirmed to our lawyer as well. Per</p> <p>14 his request I had obtained it from you." (sic)</p> <p>15 Do you see that?</p> <p>16 <b>A. I see that.</b></p> <p>17 Q. Why is Sam Gross telling Manfred I</p> <p>18 confirmed -- this text is to confirm I never wanted</p> <p>19 your collateral but Manfred Sternberg is the one</p> <p>20 who requested it?</p> <p>21 <b>A. Number one, he's not telling Manfred. It</b></p> <p>22 <b>looks like he's telling Gary Weiss, if it's real.</b></p> <p>23 Q. I'm sorry. Excuse me.</p> <p>24 Why is Sam Gross telling Gary Weiss,</p>	<p style="text-align: right;">Page 268</p> <p>1 Q. -- is you never said earlier today that you</p> <p>2 never suggested or told Sam or Gary that you wanted</p> <p>3 collateral instead of a refund?</p> <p>4 You said you never testified to that</p> <p>5 earlier?</p> <p>6 <b>A. I suggested that he get collateral, but it</b></p> <p>7 <b>wasn't my call whether he got a refund or not.</b></p> <p>8 <b>That was up to him.</b></p> <p>9 Q. "Per his request I had obtained it from</p> <p>10 you."</p> <p>11 <b>A. Okay.</b></p> <p>12 Q. Okay. Is he lying?</p> <p>13 <b>A. He's calling it a request. I'm calling it</b></p> <p>14 <b>advice.</b></p> <p>15 Q. And why didn't you want the refund? Why did</p> <p>16 you want the collateral instead?</p> <p>17 <b>A. If we could have gotten the refund, we</b></p> <p>18 <b>should have gotten the refund.</b></p> <p>19 Q. Really?</p> <p>20 <b>A. Yeah. Don't you think?</b></p> <p>21 Q. Go to the next page. This is a text</p> <p>22 exchange from Sam and you. Do you think this is</p> <p>23 doctored up?</p> <p>24 <b>A. This is to me?</b></p>
<p style="text-align: right;">Page 267</p> <p>1 "This text is to confirm. I never wanted your</p> <p>2 collateral. Manfred Sternberg had requested it"?</p> <p>3 <b>A. Because often clients blame their lawyers</b></p> <p>4 <b>for things that they don't want to take blame for.</b></p> <p>5 Q. So you're saying Sam's lying in this email?</p> <p>6 <b>A. I don't know that he's lying.</b></p> <p>7 Q. In this text.</p> <p>8 <b>A. I suggested that he get collateral.</b></p> <p>9 Q. He's saying, "I never wanted your</p> <p>10 collateral."</p> <p>11 <b>A. Well, often clients don't know what they</b></p> <p>12 <b>want, but that's what lawyers do is say you want to</b></p> <p>13 <b>get collateral. That would be the right advice.</b></p> <p>14 Q. Why did you tell him to get collateral?</p> <p>15 <b>A. Because it looked like we were getting</b></p> <p>16 <b>defrauded.</b></p> <p>17 Q. So earlier in the day when you said, I never</p> <p>18 suggested that they take collateral instead of a</p> <p>19 refund, you were not telling the truth to me?</p> <p>20 <b>A. No. You've got to stop that, Gary, because</b></p> <p>21 <b>you keep on not telling me the truth by your</b></p> <p>22 <b>questions. I never said that.</b></p> <p>23 Q. Okay. So your testimony --</p> <p>24 <b>A. Rephrase your question.</b></p>	<p style="text-align: right;">Page 269</p> <p>1 Q. This is between you and Sam. Sam is saying</p> <p>2 to you -- this is Weiss document 00008.</p> <p>3 Weiss is saying -- excuse me. Gross</p> <p>4 is saying, "What do you think? And I'm on hold</p> <p>5 again. Sucks for me to." And you write to him,</p> <p>6 "Don't want refund as we will lose."</p> <p>7 Do you see that?</p> <p>8 <b>A. Yeah, I see that. I don't know that I wrote</b></p> <p>9 <b>that.</b></p> <p>10 Q. Why didn't you produce any texts? Where are</p> <p>11 all your texts? Gary Weiss is producing texts.</p> <p>12 Sam Gross is producing texts.</p> <p>13 Where are the texts from Manfred</p> <p>14 Sternberg?</p> <p>15 <b>A. I think we produced texts.</b></p> <p>16 Q. No. Can you take out your phone right now?</p> <p>17 <b>A. No.</b></p> <p>18 Q. Why?</p> <p>19 <b>A. Because --</b></p> <p>20 Q. You said you produced these texts. Let's</p> <p>21 look at your phone and see if you've got texts from</p> <p>22 Gross.</p> <p>23 <b>MR. LAVER:</b> He's not taking out his</p> <p>24 phone.</p>

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1 **MR. LIGHTMAN:** Hold on.  
 2 **MR. LAVER:** No, you hold on. It's my  
 3 turn. He's not taking out his phone right now.  
 4 You can wait and follow up.  
 5 **MR. SCULLY:** Why?  
 6 **MR. LAVER:** Stop asking questions.  
 7 You're not an attorney of record.  
 8 **MR. LIGHTMAN:** Why isn't it fair for  
 9 me to say take out your phone?  
 10 **MR. LAVER:** Because he's not doing it.  
 11 BY MR. LIGHTMAN:  
 12 Q. Why didn't you produce any texts?  
 13 **MR. LAVER:** He did.  
 14 THE WITNESS: I did.  
 15 BY MR. LIGHTMAN:  
 16 Q. No, no, no. That's another --  
 17 **A. You can put a mark there to apologize to me**  
 18 **again when you figure it out.**  
 19 Q. Okay. So what do you mean when you write to  
 20 Sam, "Don't want refund as we will lose"?  
 21 **A. I don't know that I wrote that. You**  
 22 **produced a document that doesn't have my name on**  
 23 **it, no time. You can't even tell me when it was**  
 24 **sent, where it was sent, who sent it, none of those**

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1 at the top of this is the text exchange?  
 2 **A. It says that this is from me.**  
 3 Q. From you. And he writes -- ready? The same  
 4 one where you say, I don't know, this may be  
 5 fabricated, what do you think that's on the  
 6 fabricated document, Weiss 8, is on the same  
 7 document, Weiss 10, where your name appears.  
 8 Right?  
 9 **A. Because you showed me a document without any**  
 10 **time and without any indication that that came to**  
 11 **me. I had to take your word for it and you've been**  
 12 **wrong maybe six times today.**  
 13 Q. Caught ya. You didn't think I had the  
 14 follow-up document so you made up a story about  
 15 Weiss 8.  
 16 **A. Made up a story about authenticity?**  
 17 **MR. LAVER:** Stop, stop. Objection.  
 18 You're badgering the witness. You're arguing with  
 19 the witness.  
 20 BY MR. LIGHTMAN:  
 21 Q. All right. Let's go to Weiss 10.  
 22 Do you now agree that this is a text  
 23 exchange between you and Sam Gross?  
 24 **A. No.**

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1 **things.**  
 2 Q. I can tell who sent it, Sam Gross. I can  
 3 tell it was sent and who responded. You did.  
 4 Because then he writes, "Ok. So what time line do  
 5 I give him to perform? In a way that protects you,  
 6 me and the business."  
 7 **A. Okay.**  
 8 Q. You think Gary Weiss is writing that?  
 9 **A. I don't know who is writing it.**  
 10 Q. Sam Gross writing to you when you say,  
 11 "Don't want refund as we will lose" and he writes,  
 12 "Ok. So what time line do I give him to perform?"  
 13 When Sam is writing to you, "So what  
 14 time line do I give him to perform," who do you  
 15 think that's a reference to when he's saying, "What  
 16 time line do I give him to perform"?  
 17 **A. I would have to speculate, but I guess he's**  
 18 **asking me what time line does he give Gary to**  
 19 **perform.**  
 20 Q. Exactly. And this text that you think is  
 21 made up or fabricated, turn to the next page --  
 22 **MR. LAVER:** Objection.  
 23 BY MR. LIGHTMAN:  
 24 Q. -- labeled Weiss 10. Who does it indicate

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1 Q. You don't? Why not?  
 2 **A. Where is Sam's name on it?**  
 3 Q. Go to the previous page.  
 4 **A. Okay.**  
 5 Q. Sam Gross.  
 6 **A. Okay.**  
 7 Q. He's writing, "What do you think? I'm on  
 8 hold again. Sucks for me to." You respond, "Don't  
 9 want refund as we will lose."  
 10 Go to the next page. Same three  
 11 things, "What do you think? I'm on hold again.  
 12 Sucks for me to."  
 13 And you're responding, "Don't want  
 14 refund as we will lose." Right?  
 15 **A. What you say is my text are both in blue and**  
 16 **if Sam wrote this one and I wrote the second one,**  
 17 **they should be reversed.**  
 18 Q. You're in black on the left. He's in blue  
 19 on the right.  
 20 **A. So the same answer.**  
 21 Q. So wait. When you wrote, "So what time" --  
 22 you're saying you wrote, "So what time line do I  
 23 give him to perform in a way that protects you, me,  
 24 and the business"?

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1 Is that you writing to Sam or Sam  
2 writing to you?  
3 **A. I don't know who's writing. I don't know**  
4 **who because you've not told me time and you can't**  
5 **give me any context as to who that is.**  
6 **Then you show me another text, Weiss**  
7 **10, with the same color for the same people and it**  
8 **just doesn't work that way, Gary.**  
9 Q. And it's your sworn testimony you can't tell  
10 looking at these two documents, Weiss 8 and Weiss  
11 10, who is writing to who?  
12 **A. No. I can tell who is writing to who.**  
13 **There's a person in blue and a person in black.**  
14 Q. Who is the person in blue?  
15 **A. On which one?**  
16 Q. On both.  
17 **A. On both? It looks, from what you've told**  
18 **me, it's Sam.**  
19 Q. And who is the person writing in black?  
20 **A. From what you've told me, it's me.**  
21 Q. What do you mean from what I told you?  
22 **A. Because you can't tell me on Weiss 8 who**  
23 **that's from, who that's to. You've got a picture**  
24 **with Sam Gross' name on top of it. Let me guess,**

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1 **A. -- according to what you've told me.**  
2 Q. On Weiss 8 who is the writer in blue?  
3 **A. Same answer.**  
4 Q. Same answer. Who is the writer in black?  
5 **A. Same answer.**  
6 Q. It really wasn't that hard, was it?  
7 **A. But, but...**  
8 Q. I'm sorry. You want to add something?  
9 **A. Yeah. I think the documents are fake.**  
10 Q. You think these documents are fake?  
11 **A. Yeah, because it's not the way it works. If**  
12 **I text you, it's one color. If you text me, it's a**  
13 **different color. But go on.**  
14 Q. Weiss 10 at the bottom, who wrote, "Next lie  
15 from him we r done."  
16 **A. It sounds like something I would write.**  
17 Q. And then you write, "I don't think they can  
18 deliver, that is the problem."  
19 Who wrote that?  
20 **A. It sounds like something I would write.**  
21 Q. Okay. Go back to Weiss -- next page, Weiss  
22 11. Who is writing in blue? Who is texting in the  
23 blue?  
24 **A. According to what you've told me, it's --**

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1 **Gary produced it.**  
2 Q. Ready? Forget I told you anything about  
3 these documents. Okay? Look at Weiss 8 and look  
4 at Weiss 10 --  
5 **A. Right.**  
6 Q. -- and tell me who is the writer of the text  
7 in the blue and who is the writer of the text in  
8 the black.  
9 **A. I mean, just from the context of Weiss 10,**  
10 **it looks as though the black was me, but in Weiss 8**  
11 **I'm not sure why I'm in black because that's not**  
12 **how it works. But maybe you know better.**  
13 Q. You're in black -- so your testimony is on  
14 10 you're in black and Gross is in blue but on 8  
15 you don't know who's who?  
16 **A. No, I'm not saying that.**  
17 Q. Who is on 10?  
18 **A. Did you not understand what I said?**  
19 Q. No, I'm going to make sure it's clear.  
20 On Weiss 10 who is in blue? Who is  
21 the writer in blue and who is the writer in black?  
22 **A. I suspect the writer in blue is Sam and the**  
23 **writer in black is me --**  
24 Q. On Weiss 8 --

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1 Q. No, no. Forget about what I've told you.  
2 **A. Then I don't know.**  
3 Q. Just look at the -- just looking at this  
4 document, you can't tell who is writing in blue?  
5 **A. Is my name on this document?**  
6 Q. Just looking at Weiss 10.  
7 **A. Weiss 10?**  
8 Q. Weiss 11. Excuse me.  
9 **A. Weiss 11.**  
10 Q. Can you tell me who's writing in the blue?  
11 **A. I can guess but I don't know.**  
12 Q. If you don't know, if you really don't know,  
13 you can say, I don't know.  
14 **A. So are you saying that Sam on his text, that**  
15 **he misspelled his own name on 0011?**  
16 Q. Tell me whose writing is in the blue.  
17 **A. I don't know.**  
18 Q. Whose writing on Weiss 11 is in the black?  
19 **A. Same answer.**  
20 Q. You don't know?  
21 **A. Yeah.**  
22 Q. Are you ready?  
23 **A. Yeah. Which one?**  
24 Q. On Weiss 10 when I asked you who's writing

70 (Pages 274 to 277)

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1 in the bottom right in the black which says, "Next  
 2 lie from him we r done. I don't think they can  
 3 deliver, that's the problem," you said that was  
 4 you?  
 5 **A. It sounds like me is what I said.**  
 6 Q. But in Weiss 11 where the same lines are  
 7 "Next lie from him we r done. I don't think they  
 8 can deliver, that's the problem," you can't state  
 9 that's yours?  
 10 **A. I mean, I don't know. Sam misspells his own**  
 11 **name? That doesn't sound right to me but, okay,**  
 12 **I'll take your word for it.**  
 13 Q. No. You're saying -- your testimony under  
 14 oath is you can't tell me, looking at Weiss 11  
 15 where it says, "Next lie from him we r done. I  
 16 don't think they can deliver, that's the problem"  
 17 is your text. Right?  
 18 **A. I said it sounded like something I would**  
 19 **say, but I can't tell you that's my text.**  
 20 Q. You can't tell me that, okay.  
 21 And then where it says on the next  
 22 page --  
 23 **A. What page?**  
 24 Q. Weiss 12.

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1 the right one." Right?  
 2 **A. Right. And I'm writing to myself, "Dear**  
 3 **Manfred"?**  
 4 Q. You're writing, "Wrong text. Here's the  
 5 right one. Dear Manfred..." and you're signing it  
 6 Gary. Right?  
 7 **A. That's Gary writing that because I wouldn't**  
 8 **write "Dear, Manfred."**  
 9 Q. How about you're creating a text for Sam or  
 10 Gary to write to you?  
 11 **MR. LAVER:** Is that a question?  
 12 **BY MR. LIGHTMAN:**  
 13 Q. Doesn't that explain this text right here?  
 14 Doesn't that put it in context?  
 15 You wrote something wrong and then you  
 16 wrote, "Wrong text. Here's the right one. Dear  
 17 Manfred, I am the one to blame, you & Sam did not  
 18 know about the problems with the shipping, nor did  
 19 I.  
 20 "I am sure you guys wanted to deliver  
 21 to your customers, but the delays were on my side,  
 22 again I apologize. Till I find out the truth, I am  
 23 upping the collateral to 4 million with Sam in the  
 24 meantime, sorry for creating this delivery problem.

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1 **A. Okay.**  
 2 Q. Whose writing is on the left-hand side in  
 3 black?  
 4 **A. That looks like me.**  
 5 Q. Okay. And whose writing on the right-hand  
 6 side is in blue?  
 7 **A. I guess that's Sam.**  
 8 Q. You guess? You don't know?  
 9 **A. Is Sam's name on this, 12?**  
 10 Q. Do you know looking at Weiss 12 whose  
 11 writing is in the blue?  
 12 **A. Can you give me a time that this was sent or**  
 13 **who sent it?**  
 14 Q. Just answer my question, yes, no or I don't  
 15 know.  
 16 **A. Then I don't know.**  
 17 Q. Okay. Looking at Weiss 14, whose writing is  
 18 on Weiss 14?  
 19 **A. I mean, the top says my name.**  
 20 Q. Okay. And then it says -- there's a text  
 21 that's cut off, "I will be reversing the charge  
 22 myself and emailing you proof. Thank you and hope  
 23 your doing well."  
 24 Then you write, "Wrong text. Here is

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1 Gary."  
 2 That's you writing a text that you're  
 3 suggesting that Gary Weiss sent to you, isn't it?  
 4 **A. You're wrong.**  
 5 Q. What is it?  
 6 **A. It's a text that Gary wrote to me.**  
 7 Q. Really?  
 8 **A. Or an email, because he always said it was**  
 9 **his fault, 100 percent. I think he said 1,000**  
 10 **percent his fault. But these have got to be**  
 11 **produced by Mr. Weiss. That's why they're all**  
 12 **funky.**  
 13 Q. So your testimony under oath here today is  
 14 that this text on Weiss 14 is something that Gary  
 15 wrote to you?  
 16 **A. It's something that Gary manufactured, yes,**  
 17 **almost certainly. That is not something I wrote.**  
 18 **I mean...**  
 19 **MR. LAVER:** It's copy and paste.  
 20 **BY MR. LIGHTMAN:**  
 21 Q. What's your phone number for these text  
 22 messages?  
 23 **A. I don't know. You haven't provided me a**  
 24 **number.**



USDC, ED of PA

American Environmental Ent. v. Manfred Sternberg, Esq., et al.

Wednesday

No. 2:22-CV-0688 (JMY)

Deposition of Manfred Sternberg, Esq.

February 7, 2024

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1 Q. What's --  
 2 **A. Hang on. Let me answer. You haven't**  
 3 **provided me a number where these come from.**  
 4 Q. Do you have more than one cell phone?  
 5 **A. No.**  
 6 Q. What's your cell phone number?  
 7 **A. Are you going to call me on it or are you**  
 8 **just going to -- 713-824-9170.**  
 9 Q. The next page, looking at Weiss 17. Okay?  
 10 This document indicates -- who is the  
 11 top person in the black on these texts?  
 12 **A. It says, Manfred Sternberg.**  
 13 Q. So whose writing is on the left?  
 14 **A. It looks like something I would write.**  
 15 Q. And whose writing is on the blue?  
 16 **A. I have no idea who.**  
 17 Q. So when you write, "He is buying himself and  
 18 his lawyer a bunch of bad pr and claims of fraud  
 19 and wire fraud," do you see that?  
 20 **A. Yes.**  
 21 Q. You're writing that. Right?  
 22 **A. I already answered that.**  
 23 Q. "Especially last Friday when he said less  
 24 than 45 minutes away and I scrambled to send him

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1 return of all the money." Right?  
 2 **A. Right.**  
 3 Q. You're referring to last Friday when Gary  
 4 Weiss said the product is less than 45 minutes away  
 5 and I scrambled to send him another 190,000.  
 6 Right?  
 7 **A. That's what he says.**  
 8 Q. And when you said, Sam, why do I have to  
 9 send him 190,000, Sam said that's just the way it's  
 10 done; do it. Right?  
 11 **A. Yes.**  
 12 Q. And you think Gary Weiss inducing you to pay  
 13 him \$190,000 for product that he said was being  
 14 shipped that you guys never received, that is  
 15 classic fraud in the inducement and can only be  
 16 cured by delivery or return of all money. Right?  
 17 **A. Right.**  
 18 Q. Do you believe that?  
 19 **A. I do believe that.**  
 20 Q. Is that true?  
 21 **A. I think it's true with him, yeah.**  
 22 Q. So Sam Gross inducing The SAFETY HOUSE to  
 23 wire \$1,965,600 to his attorney's escrow account  
 24 based upon promises that he's going to get 151,200

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1 another \$190k."  
 2 **A. Yes.**  
 3 Q. You're writing that. Right?  
 4 **A. It sounds like it.**  
 5 Q. To Sam. Right?  
 6 **A. I don't know. You won't tell me whose the**  
 7 **recipient.**  
 8 Q. And you write, "That is classic fraud in the  
 9 inducement and can only be cured by delivery or  
 10 return of all the money."  
 11 **A. That's accurate.**  
 12 Q. Well, I know. I'm glad you said that.  
 13 **MR. LIGHTMAN:** Let's mark that as a  
 14 separate document, Plaintiff's Trial Exhibit 1.  
 15 (Court reporter asked for  
 16 clarification.)  
 17 **MR. LIGHTMAN:** This is Deposition  
 18 Exhibit 32.  
 19 (Exhibit Sternberg 32 was marked for  
 20 identification.)  
 21 **THE WITNESS:** Okay.  
 22 **BY MR. LIGHTMAN:**  
 23 Q. So you wrote, "That is classic fraud in the  
 24 inducement and can only be cured by delivery or

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1 boxes of iCOVID test kits --  
 2 **A. Correct.**  
 3 Q. -- that never come?  
 4 **A. No, it did. He refused it but okay.**  
 5 Q. That never come until -- excuse me -- that  
 6 no delivery is made until the end of March?  
 7 **A. Is there a delivery time in the Purchase and**  
 8 **Sale Agreement?**  
 9 Q. Yes, deliver by January 25, something you  
 10 forgot when you wrote all this stuff.  
 11 **A. Well, it's not in the Purchase and Sale**  
 12 **Agreement.**  
 13 Q. It's in the purchase order. When you got  
 14 the purchase order, did Sam write back, I'm sorry,  
 15 we can't deliver by January 25th; here's your money  
 16 back?  
 17 **A. That's not what Sam agreed to, I guess, or**  
 18 **he would have signed it.**  
 19 Q. The four skids that were delivered March  
 20 29th, where did you get them from?  
 21 **A. You'd have to ask Sam.**  
 22 Q. You don't know?  
 23 **A. I don't know.**  
 24 Q. How did you get ahold of the Bill of Lading

72 (Pages 282 to 285)

(856) 983-8484

Tate & Tate, Inc.  
 825 Route 73 North, Suite G, Marlton, New Jersey 08053

(800) 636-8283

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1 to send it to me and my client?

2 **A. Probably from Sam.**

3 Q. Probably from Sam. Oh, I've already asked

4 you --

5 **A. Do you think I made it up?**

6 Q. Are all of the Bills of Lading you sent me,

7 those four Bills of Lading, are all of them

8 legitimate, bona fide Bills of Lading?

9 **A. They've all been presented to me as being**

10 **legitimate and bona fide.**

11 Q. Would it surprise you that all of them are

12 fake, fictitious fraud except for one, the one that

13 was actually delivered?

14 Would that surprise you?

15 **A. At the time it would surprise me. It**

16 **doesn't surprise me as we sit here today.**

17 **MR. LAVER:** Hey, Gary, you've got

18 nothing here, man.

19 **MR. LIGHTMAN:** I got nothing, okay.

20 **BY MR. LIGHTMAN:**

21 Q. Weiss 18, the next one, it says "Sam Grosss"

22 at the top. Right? You notice all of these things

23 from Sam Gross says G-r-o-s-s-s.

24 Do you see that?

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1 Q. Texts. I apologize. I misspoke.

2 **A. Again.**

3 Q. And the writing on the first two texts in

4 the blue, who is that?

5 **A. You're asking me to speculate.**

6 Q. If you don't know, say, "I don't know."

7 **A. I've told you that already.**

8 Q. This is a different page.

9 **A. All of these, it's the same answer. I've**

10 **never seen them until you showed them to me and you**

11 **want me to believe that Sam misspelled his name and**

12 **these are texts. Okay.**

13 Q. You've never seen these texts, the one where

14 you write --

15 **A. I don't think I've seen --**

16 Q. "That is classic fraud in the inducement"?

17 **A. I don't think I've seen texts with Sam**

18 **Gross' name misspelled.**

19 Q. If we take out your phone right now and look

20 for this text, we're not going to find it in your

21 phone?

22 **A. I don't think so.**

23 Q. Did you delete it?

24 **A. I don't think so.**

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1 **A. Yes. That's misspelled as far as I**

2 **understand.**

3 Q. And if you put it in wrong, that's the way

4 his phone would be.

5 **A. If he did it or someone else did.**

6 Q. Well, you're going to produce all the texts

7 between you and Sam relating to this that Sam and

8 Gary were copied on and we'll see whether or not

9 it's fraud or not.

10 But you write, "Don't want refund as

11 we'll lose the profit." (sic) Right?

12 **MR. LAVER:** What?

13 **BY MR. LIGHTMAN:**

14 Q. I'm sorry.

15 **A. Again, you're misstating.**

16 Q. I'm sorry. Ready? Go down to the bottom of

17 Weiss 18. There's a date there. Right? It's from

18 Charlton in black to Gary Weiss and two more dated

19 February 21 at 12:53 p.m.

20 Do you see that?

21 **A. I see that's what it says.**

22 Q. That's the second email that starts at the

23 bottom of the page here. Do you see that?

24 **A. These aren't emails. These are texts.**

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1 Q. Let's take out your phone and see if we can

2 find it.

3 **MR. LAVER:** Let's not.

4 **THE WITNESS:** Let's take out yours.

5 **MR. LIGHTMAN:** I wish I had it.

6 **THE WITNESS:** I wish you did, too.

7 **BY MR. LIGHTMAN:**

8 Q. How about Weiss 19? Whose writing is on the

9 left in black?

10 **A. Same answer as before.**

11 Q. Which is -- this is a different document.

12 **A. No. It looks like it's the same document.**

13 Q. This is the document labeled Weiss 19, which

14 we've never talked about.

15 **A. This is the same document as 18 with the**

16 **same verbiage on 18, but it's on 19. Is that**

17 **right?**

18 Q. I'm sorry. So on 18 there's a text at the

19 top before this and a text in the bottom that's not

20 on 19. And there's a statement on 19 that's not in

21 18 where it says, "I don't think they can deliver,

22 that is the problem."

23 Do you see that?

24 **A. Correct.**

<p style="text-align: right;">Page 290</p> <p>1 Q. So why are you writing "I don't think they 2 can deliver, that is the problem"?</p> <p>3 <b>A. I don't know that I'm writing that because I 4 would tell you, again, the color of the text, if 5 it's from Sam's phone, it should be one way and if 6 it's from my phone, it should be exactly opposite.</b></p> <p>7 Q. Weiss 5.</p> <p>8 <b>A. Weiss 5?</b></p> <p>9 Q. Next page, yeah. I tried to put them in 10 order because a lot of them are cut off.</p> <p>11 <b>A. Okay.</b></p> <p>12 Q. Okay?</p> <p>13 <b>A. Yeah.</b></p> <p>14 Q. The text on the left in white and black --</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. -- whose is that?</p> <p>17 <b>A. Same answer as before.</b></p> <p>18 Q. You don't know?</p> <p>19 <b>A. It may be me.</b></p> <p>20 Q. Okay. But you don't know?</p> <p>21 You're under oath. When we put these 22 in front of you and a jury and I ask you these 23 questions, you're going to say, I don't know who 24 wrote these texts. Right?</p>	<p style="text-align: right;">Page 292</p> <p>1 <b>A. Yeah, same answer.</b></p> <p>2 Q. Same answer? Okay. This is one of my 3 favorites.</p> <p>4 Weiss 22, the next page. "Sam Grosss" 5 is indicated at the top. And Sam is writing to 6 Gary, "I would have been haiku to return the 7 collateral."</p> <p>8 Do you see that?</p> <p>9 <b>A. Yeah.</b></p> <p>10 Q. "But Manfred won't let me." Right?</p> <p>11 <b>A. I see that.</b></p> <p>12 Q. Sam is not saying Manfred requested I keep 13 the collateral. Right?</p> <p>14 <b>A. He's saying what he's saying.</b></p> <p>15 Q. Sam is telling Gary, "Manfred won't let me."</p> <p>16 <b>A. If that's an accurate capture of a text with 17 Sam's name misspelled, then Sam said what he said.</b></p> <p>18 Q. Why wouldn't you let Sam return the 19 collateral to Gary?</p> <p>20 <b>A. There's not much that I can do to make my 21 client do anything. Maybe you haven't had that 22 problem but over the years I can only suggest. I 23 can't make them do anything.</b></p> <p>24 Q. "Manfred won't let me."</p>
<p style="text-align: right;">Page 291</p> <p>1 <b>A. I would like Mr. Weiss to explain to you 2 where he got my texts from.</b></p> <p>3 Q. Your attorney can ask him next Friday but my 4 question is --</p> <p>5 <b>A. You should ask him if you care.</b></p> <p>6 Q. -- sitting here in front of a jury, if I put 7 this in front of you in front of a court and jury 8 and I say to you, Mr. Sternberg, who wrote the text 9 in white on the left-hand side of this page, Weiss 10 5, what's your answer under oath to the jury going 11 to be?</p> <p>12 <b>A. Have you authenticated the document?</b></p> <p>13 Q. Your Honor, direct him to answer the 14 question. Don't answer a question with a question.</p> <p>15 <b>A. Then I don't know if it's not authenticated 16 because I believe it's been made up.</b></p> <p>17 Q. And sitting here on -- and sitting here tell 18 the jury whose writing it is in the blue on the 19 right.</p> <p>20 <b>A. Same answer.</b></p> <p>21 Q. Okay.</p> <p>22 <b>A. I don't know.</b></p> <p>23 Q. And the same goes for Weiss 21, the next 24 page?</p>	<p style="text-align: right;">Page 293</p> <p>1 <b>A. What does that mean?</b></p> <p>2 Q. That means, according to Sam, you won't let 3 him return the collateral. Why? Why won't you let 4 him return the collateral?</p> <p>5 <b>A. I don't think I have the authority to let 6 him or not let him.</b></p> <p>7 Q. Why does Sam think that you won't let him 8 return it?</p> <p>9 <b>A. You'd have to assume that that's Sam saying 10 that. I don't know.</b></p> <p>11 Q. How about the next statement?</p> <p>12 <b>A. Why don't you ask Sam.</b></p> <p>13 Q. How about the next statement, Weiss 22, "I 14 would have never taken the collateral unless 15 Manfred asked for it"?</p> <p>16 <b>A. That's right. That's what it says.</b></p> <p>17 Q. So you asked for the collateral?</p> <p>18 <b>A. I told Sam he should get the collateral. If 19 I asked for it, I'd want it under my care and 20 custody.</b></p> <p>21 Q. "So Manfred since he's the one who asked for 22 it" -- sorry. "So Manfred since he asked for it" 23 Is the one you should talk about it with."</p> <p>24 Do you see that?</p>

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1 **A. Yes.**

2 Q. And then if you look at the next page, "He  
3 asked me to obtain it. And he spoke to you about  
4 it."

5 **A. Okay.**

6 Q. So he asked Sam to obtain collateral --  
7 excuse me. You asked Sam to obtain collateral from  
8 Gary and Sam says you spoke to Gary about it.

9 Is that true or was your client lying?

10 **A. I spoke to Gary but I don't know what --**

11 Q. And then he writes, "Maybe talk to him. I  
12 never wanted it."

13 This is Sam telling Gary, I never  
14 wanted the collateral. Do you see that?

15 **A. I see that.**

16 Q. And, again, on the next page, Weiss 24, Sam  
17 Gross saying to Gary, "You gave me collateral. I  
18 didn't wish for it. But I took it. Cause Manfred  
19 pushed it and here we are."

20 Do you see that?

21 **A. I see that.**

22 Q. So you were the driving force between taking  
23 collateral instead of gem stones. Right?

24 **A. My advice was clearly to take collateral**

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1 **A. Correct.**

2 Q. And he said, "And they both came up with  
3 this idea."

4 **A. Well, I had a conversation with him.**

5 Q. So Sam is lying when he said, "They both  
6 came up with this idea" or you're lying when you  
7 said Max didn't have anything to do with the  
8 collateral idea?

9 **MR. LAVER:** Objection.

10 THE WITNESS: He didn't have anything  
11 to do with this. I spoke with him --

12 BY MR. LIGHTMAN:

13 Q. So Sam's lying and you're telling me --

14 **MR. LAVER:** Let him finish. Stop  
15 interrupting him.

16 THE WITNESS: No, you're  
17 mischaracterizing everything.

18 **MR. LIGHTMAN:** I don't think so.

19 THE WITNESS: Oh, I think so.

20 **MR. LIGHTMAN:** The record will speak  
21 for itself.

22 THE WITNESS: It sure will.

23 **MR. LAVER:** No, it won't because the  
24 record's a mess.

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1 **where he was in the position he was in. That was**  
2 **good advice. I stand behind that advice.**

3 Q. So all the times that Gary was telling --  
4 that Sam was telling Gary, I didn't want the  
5 collateral, Manfred pushed it and vice versa,  
6 they're all lying to each other?

7 **A. No, I don't think so.**

8 Q. So you did push getting collateral. Right?

9 **A. I don't think I pushed it. I advised him to**  
10 **do that.**

11 Q. And one of my favorites. "I would like to  
12 add?" Do you see that question?

13 **A. Yes.**

14 Q. Go to the next page --

15 **MR. LIGHTMAN:** What is this? Manfred  
16 what, 25?

17 **MR. SCULLY:** Weiss 25.

18 BY MR. LIGHTMAN:

19 Q. "Manfred asked for collateral on President  
20 Day weekend. He had his son with him." That would  
21 be Max. Right?

22 **A. That's my only son.**

23 Q. And the same Max you said had no involvement  
24 whatsoever in this deal. Right?

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1 THE WITNESS: The record is a mess and  
2 you've created it because of your inarticulate way  
3 of asking questions.

4 But it says, "And they both came up  
5 with this idea." My son and I talk and when we  
6 talk, we formulate ideas.

7 And he and I discussed it and he said,  
8 don't let Gary leave the country without giving Sam  
9 collateral. And I said, you know what? You're  
10 right.

11 BY MR. LIGHTMAN:

12 Q. And how does Sam Gross know that your son  
13 came up with that?

14 **A. I probably told him.**

15 Q. Really?

16 **A. Because it's a very savvy response for a 21**  
17 **year-old.**

18 Q. He writes, "I love Manfred dearly. So I  
19 didn't want to ignore his request."

20 Do you see that?

21 **A. Yeah.**

22 Q. And then on the next page, "He was very and  
23 extremely happy to have me received the  
24 collateral."

75 (Pages 294 to 297)

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1 **A. For him to get the collateral, yes.**  
 2 Q. Why?  
 3 **A. Do I have to explain collateral to you?**  
 4 Q. No, because you didn't lose the profit.  
 5 That way you got to keep the money, the 2.5  
 6 million. You got to keep the collateral, another  
 7 \$4 million, and you didn't have to deliver the  
 8 product. But for this lawsuit, you guys would be  
 9 \$6 million richer.  
 10 **A. Right, right. That's not accurate, but I**  
 11 **could see that's what you're...**  
 12 **MR. LIGHTMAN:** One more topic and then  
 13 we'll go. I have to finish this up, 33.  
 14 (Exhibit Sternberg 33 was marked for  
 15 identification.)  
 16 **BY MR. LIGHTMAN:**  
 17 Q. 33 is an August 14 -- I'm sorry. Gary Weiss  
 18 forwards to me on August 14, 2023 an email dated  
 19 March 7, '23 from Sam Gross to Gary Weiss.  
 20 Do you see that at the bottom of the  
 21 page?  
 22 **A. I see that's what it says.**  
 23 Q. And he's saying..  
 24 **MR. LIGHTMAN:** Let me mark this as 34.

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1 considered as full refund." (sic)  
 2 Do you see that?  
 3 **A. I see it.**  
 4 Q. So when you said, oh, it's referred to as  
 5 collateral, initially it was collateral but it  
 6 became a refund. Right?  
 7 **A. No.**  
 8 Q. So he's lying in this email?  
 9 **A. I think you should subpoena AOL because they**  
 10 **keep them and you should get this. But if you**  
 11 **don't, then you really don't want to know the**  
 12 **truth.**  
 13 **And now it says 3 million and you said**  
 14 **before it was 4 million and made a big deal about 4**  
 15 **million --**  
 16 Q. Because of the increase.  
 17 **A. -- and now it's 3 million.**  
 18 Q. Wait. You're saying this is fabricated?  
 19 **A. Yes.**  
 20 Q. This Deposition Exhibit Sternberg 34 you're  
 21 claiming is fabricated?  
 22 **A. I believe it is, yes.**  
 23 Q. Okay. And then --  
 24 **A. I'd like to see the original.**

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1 It's a little clearer.  
 2 (Exhibit Sternberg 34 was marked for  
 3 identification.)  
 4 **THE WITNESS:** Are 33 and 34 the same?  
 5 **MR. LIGHTMAN:** Yeah, except that the  
 6 one marked 34 doesn't have the forward to me in  
 7 August of this year -- of last year.  
 8 **BY MR. LIGHTMAN:**  
 9 Q. So let's look at 34 because it's easier.  
 10 Sam writes to Gary -- first, at the  
 11 bottom on March 7th Gary writes to Sam, "Hi, Sam.  
 12 Regarding the Covid-19 test kits to be shipped on  
 13 February-March of '22.  
 14 "You and I agreed that I gave you  
 15 Merchandise of Diamonds and Gems instead of the  
 16 150,000 Covid-19 test kits, as a full refund which  
 17 was on the advice of your counsel, Manfred  
 18 Sternberg, which is over \$3,000,000 worth.  
 19 "And you consider it as a full refund  
 20 on the kits transaction, and have no further  
 21 demands from me, and my obligations in that matter  
 22 are satisfied in full, and no further action or  
 23 legal demand from me will take place, which started  
 24 as Collateral on advice of your lawyer and than

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1 Q. -- go to 33. That's at the bottom of 33.  
 2 And then Sam writes back, "Hello Gary," same day.  
 3 "Yes your email is correct and the  
 4 facts are the agreed upon facts. Mr. Manfred  
 5 Sternberg ESQ had directed to receive this  
 6 collateral as a means of ending the transaction and  
 7 to conclude the business between your entity ASolar  
 8 LLC and Charlton Holding Group and himself."  
 9 Do you see that?  
 10 **A. I see that.**  
 11 Q. I read it correctly. Right?  
 12 **A. You did.**  
 13 Q. Sam further writes, "Should you need more  
 14 clarification? We can discuss. However at the  
 15 present time? I deemed that our business is  
 16 concluded due to the fact that you have provided  
 17 the collateral as requested by Mr. Sternberg ESQ."  
 18 Do you see that?  
 19 **A. I see that's what the typed words say, but I**  
 20 **don't believe that Sam wrote that.**  
 21 Q. You don't?  
 22 **A. No.**  
 23 Q. Why?  
 24 **A. It's got a lot of big words in it that he**



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1 wouldn't use and it's got context that he wouldn't  
2 use. And it also is at odds with what he told me.  
3 And that was March 7th of '23.

4 MR. LIGHTMAN: Let's mark this as 35.

5 THE WITNESS: I'd ask for you to get  
6 that one also, subpoena that one. Get the  
7 documents from the source.

8 BY MR. LIGHTMAN:

9 Q. So 33 and 34 are fake documents?

10 A. Yeah, I believe so, but show me that they're  
11 not.

12 (Exhibit Sternberg 35 was marked for  
13 identification.)

14 BY MR. LIGHTMAN:

15 Q. Deposition Exhibit 35 is a letter from C  
16 Holding LLC dated 2-28-22 from the desk of Sam  
17 Gross, President, to "Dear Gary Weiss, this letter  
18 is to attest that due to my Attorney, Mr. Manfred  
19 Sternberg ESQ, request, I will accept collateral in  
20 the form of gems due to the fact you are having  
21 issues with supplying the Covid test kits my  
22 organization had paid for, and you were supposed to  
23 send to my customers in Philadelphia, New York and  
24 New Jersey.

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1 it.

2 "This letter was created and approved  
3 by Charlton Holding Group LLC on February 24th in  
4 the year 2022" and Sam Gross' signature. (sic)  
5 Do you see that?

6 A. I see that's what it says.

7 Q. Is it your testimony that this is a  
8 fabricated document?

9 A. The dates don't match.

10 Q. Just yes or no.

11 A. I've already told you.

12 MR. LAVER: You can answer however  
13 you'd like.

14 BY MR. LIGHTMAN:

15 Q. Tell me why you think it's fabricated.

16 A. There are a number of reasons. It doesn't  
17 have the right letterhead. It doesn't sound like  
18 Sam. I'd like to see the original. I believe  
19 that's fake.

20 MR. LIGHTMAN: 36.

21 (Exhibit Sternberg 36 was marked for  
22 identification.)

23 BY MR. LIGHTMAN:

24 Q. I will represent to you that this is a

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1 "Due to my attorney's request I will  
2 not request" -- "due to my attorney's request I  
3 will not request a refund but will obtain the  
4 commentary in the hope you may supply said test  
5 kit. And of course should you not? The collateral  
6 will be suffice." (sic)

7 Do you see that?

8 A. I see that.

9 Q. Fabricated?

10 A. Yeah.

11 Q. So this is a fake document as well?

12 A. I mean, that letterhead, what is C Holding  
13 LLC?

14 Q. Then it says, "My attorney and his team has  
15 requested said collateral. There for I have to  
16 accept it. I do respect your efforts. And I  
17 understand you have no goods to supply at the  
18 moment due to certain global supply chain issues.

19 "So due to Mr. Sternberg request and  
20 said forth directive? We will accept your  
21 collateral. Thank you so much.

22 "Should you decide to provide the  
23 Covid test? I will then return the collateral. If  
24 not per Mr. Manfred Sternberg I will have to keep

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1 filing made by Gary Weiss in this case and ECF  
2 Filing 101 filed on September 1, 2023,  
3 "Presentation proof correspondence of Sam Gross  
4 given refund and conclusion on business deal  
5 communication."

6 Do you see that?

7 A. I see that.

8 Q. And he writes to Judge Younge, "I am  
9 presenting to you proof that the deal between me,  
10 Gary Weiss and Sam Gross was concluded, satisfied  
11 and confirmed on many occasions."

12 And it then goes on to supply all  
13 those emails that you say are fake. Do you see  
14 that?

15 A. I see that.

16 Q. Is it your testimony that all of the  
17 documents that Gary Weiss attached the emails and  
18 texts are fabricated?

19 A. The only thing I would say is I would want  
20 to see the originals or the source from Gmail.  
21 They should have it or AOL. They should have it,  
22 or the wireless carrier. They should have it.

23 And I believe that they're not  
24 accurate and I hope that the judge will be as

77 (Pages 302 to 305)

<p style="text-align: right;">Page 306</p> <p>1 <b>perplexed as I am because I'm not in the habit of</b>  2 <b>giving fake documents to federal judges but that's</b>  3 <b>what Gary has done.</b>  4 Q. So your testimony is this is a fake -- these  5 are fake documents?  6 <b>A. I believe so. It contains fake documents.</b>  7 Q. Okay. And there's nothing to prevent you or  8 your attorney from getting these records from Gmail  9 or AOL. Correct?  10 <b>A. Nor you.</b>  11 Q. I can rely upon what people have produced,  12 contrary to what you believe.  13 <b>A. Rely upon Gary.</b>  14 Q. I don't think everything against my interest  15 is a fraud or fake.  16 <b>MR. LIGHTMAN:</b> All right. I have one  17 more thing to do and then we're done for the day.  18 Mark this as 37.  19 (Exhibit Sternberg 37 was marked for  20 identification.)  21 <b>BY MR. LIGHTMAN:</b>  22 Q. Would you agree that this is a letter dated  23 February 22, 2022 sent to you by Randy Adler?  24 <b>A. No. It's February 23.</b></p>	<p style="text-align: right;">Page 308</p> <p>1 <b>A. I see that.</b>  2 Q. And it says, "In connection with the  3 Transaction, VRC deposited for safekeeping to your  4 Attorney IOLTA a total of \$2,449,440." Right?  5 <b>A. You're trying to trick me again?</b>  6 Q. No.  7 <b>A. No, I don't agree with the safekeeping but</b>  8 <b>go ahead.</b>  9 Q. That's what I was going to ask you.  10 He writes in connection with this -- I  11 don't make up the word safekeeping, do I?  12 <b>A. I don't think you did.</b>  13 Q. He wrote, in connection with this  14 transaction, VRC deposited for safekeeping to your  15 Attorney IOLTA the 2.5 million. Right?  16 <b>A. That's what he says.</b>  17 Q. Why does he use safekeeping?  18 <b>MR. LAVER:</b> Objection to form.  19 <b>THE WITNESS:</b> Ask Randy. He wrote it.  20 I didn't write it.  21 <b>BY MR. LIGHTMAN:</b>  22 Q. And he writes in here, "As previously  23 indicated in my February 10 letter, you are on  24 notice that the funds are the property of VRC and</p>
<p style="text-align: right;">Page 307</p> <p>1 Q. Oh, my apologies. Let's start over.  2 <b>A. Again, you want me to testify to stuff that</b>  3 <b>is not true and then you're going to try to catch</b>  4 <b>me in the end.</b>  5 Q. I never want you to testify to stuff that's  6 not true, although, in my opinion, you've done it  7 repeatedly. I want you just to tell me the truth.  8 <b>A. I didn't tell you the wrong date. You just</b>  9 <b>did.</b>  10 <b>MR. LAVER:</b> Ask your question.  11 <b>BY MR. LIGHTMAN:</b>  12 Q. Okay. Would you agree that Deposition  13 Exhibit Sternberg 37 is a letter dated February 23,  14 2022 addressed to you by Randy Adler?  15 <b>A. Yes.</b>  16 Q. And he says, "This law firm, RK Adler &amp;  17 Associates, along with The Law Offices of Robert  18 Stahl, represents VRC Medical Supplies." (sic)  19 <b>A. Yes.</b>  20 Q. Then he says, "As previously indicated to  21 you, in my February 10 demand letter your client,  22 Charlton, entered into SPAs to supply a total of  23 204,120 COVID test kits to VRC." (sic)  24 Do you see that?</p>	<p style="text-align: right;">Page 309</p> <p>1 its contracted parties and cannot be disbursed  2 until this matter is resolved." Correct?  3 <b>A. That's what he says.</b>  4 Q. So the person that gave you the funds for  5 VRC, just like the person that gave you the funds  6 for The SAFETY HOUSE, both of these attorneys tell  7 you don't make disbursements of those funds.  8 Correct?  9 <b>MR. LAVER:</b> Objection.  10 <b>THE WITNESS:</b> That's what they say.  11 <b>BY MR. LIGHTMAN:</b>  12 Q. But you do anyway. Right?  13 <b>A. They're not my client.</b>  14 Q. So you ignore my advice to you for my  15 client, SAFETY HOUSE, and you ignore Adler's advice  16 to you, as the attorney for VRC, not to make  17 further disbursements from an attorney escrow  18 account because there's a dispute because your  19 client -- they're your funds -- your client's funds  20 and not the purchasers' funds.  21 Is that correct?  22 <b>A. I believe that my client was in the process</b>  23 <b>of fulfilling those contracts and so the funds were</b>  24 <b>his.</b></p>

USDC, ED of PA

No. 2:22-CV-0688 (JMY)

American Environmental Ent. v. Manfred Sternberg, Esq., et al.

Deposition of Manfred Sternberg, Esq.

Wednesday

February 7, 2024

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1 Q. So the answer is yes, that is correct. They  
 2 were my client's funds. Right?  
 3 **A. They're my client's funds.**  
 4 Q. And then he writes, in capitals, in bold and  
 5 underlined, "DO NOT DISBURSE ANY PORTION OF THE  
 6 FUNDS TOTALING TWO MILLION FOUR HUNDRED FORTY-NINE  
 7 THOUSAND FOUR HUNDRED FORTY-FOUR UNITED STATES  
 8 DOLLARS (\$2,449,440.00 USD).  
 9 "THESE FUNDS MUST BE HELD IN TRUST IN  
 10 YOUR ATTORNEY IOLTA ACCOUNT UNTIL THE TRANSACTION  
 11 IS COMPLETE." Right?  
 12 **A. That's what it says.**  
 13 Q. Is it your testimony that you have no  
 14 obligation to maintain funds in your attorney trust  
 15 account when a dispute is raised as to the  
 16 disbursement of those funds?  
 17 Is that your sworn testimony?  
 18 **A. It depends on the situation.**  
 19 Q. Really? So if someone makes a dispute to  
 20 trust funds and says, don't disburse it, in certain  
 21 circumstances you can make that disbursement  
 22 without resolving the problem either with the party  
 23 raising that objection or through a Court Order?  
 24 **A. I think, I think it would --**

Page 312

1 BY MR. LIGHTMAN:  
 2 Q. Isn't it also true that when I told you to  
 3 hold my client's funds in trust and don't make  
 4 disbursements, you thought you could disregard that  
 5 as well?  
 6 **A. I disregarded what you said, yes.**  
 7 Q. He also tells you, "You were previously  
 8 placed on notice that you must take all necessary  
 9 steps to preserve and not destroy, conceal, or  
 10 alter, any communications and documents...  
 11 including... and without limitation, emails, text  
 12 and self-destructing messages, social media posts,  
 13 voicemails, records, files and other data, wherever  
 14 located and regardless of the format or media."  
 15 Do you see that?  
 16 **A. I see that.**  
 17 Q. It tells you, "Litigation counsel will be in  
 18 communication with you about this matter in the  
 19 coming days." Right?  
 20 **A. Yeah.**  
 21 Q. Did you respond to this email?  
 22 **A. I think it was a letter, but I don't know.**  
 23 Q. This letter, I apologize.  
 24 Did you respond to it?

Page 311

1 Q. Yes or no?  
 2 **A. I think yes.**  
 3 Q. And in this situation is one of those cases  
 4 where you didn't have to follow Adler's  
 5 instructions?  
 6 **A. I'm not in the habit of following other  
 7 lawyer's instructions on what to do and how to do  
 8 it.**  
 9 Q. So your answer is yes, on this occasion  
 10 where VRC is concerned you did not feel you needed  
 11 to follow his instructions. Right?  
 12 **A. I assume that's right.**  
 13 Q. And, similarly, when I told you don't  
 14 disburse the funds, you thought that was a  
 15 situation where you could disregard what I said.  
 16 Correct?  
 17 **A. Because --**  
 18 Q. Correct, yes or no?  
 19 **MR. LAVER:** Let him answer.  
 20 BY MR. LIGHTMAN:  
 21 Q. Say yes or no and then answer why all you  
 22 want but yes or no?  
 23 **MR. LAVER:** You can answer however you  
 24 want.

Page 313

1 **A. I don't know.**  
 2 **MR. LIGHTMAN:** Let's mark this as 38.  
 3 (Exhibit Sternberg 38 was marked for  
 4 identification.)  
 5 BY MR. LIGHTMAN:  
 6 Q. This is documents marked Weiss 322 through  
 7 Weiss 325. Let's go to page 3, Weiss 324.  
 8 Why didn't you produce these documents  
 9 in discovery?  
 10 **A. I don't know that you asked for them.**  
 11 Q. I did.  
 12 **MR. LIGHTMAN:** But, without belaboring  
 13 the point, I request that you see if you can locate  
 14 these documents as well.  
 15 BY MR. LIGHTMAN:  
 16 Q. You didn't mention anything to the Texas Bar  
 17 about VRC making the same claims against you that  
 18 SAFETY HOUSE made, did you?  
 19 **MR. LAVER:** Objection.  
 20 **THE WITNESS:** Was that in the  
 21 Complaint?  
 22 BY MR. LIGHTMAN:  
 23 Q. (MARKED) Isn't it true that nowhere in your  
 24 April 24th response to the Texas Bar did you

79 (Pages 310 to 313)

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1 mention that another entity, VRC, had made the same  
2 claims against you as SAFETY HOUSE, did you?

3 **MR. LAVER:** Objection. Don't answer  
4 that question. That's off limits.

5 **MR. LIGHTMAN:** Mark that.

6 **MR. LAVER:** It's totally irrelevant.

7 **MR. LIGHTMAN:** It may be irrelevant to  
8 you with tunnel-minded vision but this is a massive  
9 fraud scheme.

10 **MR. LAVER:** Okay. Prove it. Prove  
11 it.

12 **MR. LIGHTMAN:** I am going to, believe  
13 me.

14 BY MR. LIGHTMAN:

15 Q. So on page 3 Bill Berman on Tuesday, March  
16 1, two days after, writes to Zekaria of Sokolski &  
17 Zekaria, "Ms. Zekaria, I represent VRC Medical  
18 Services and Steven Corba."

19 Do you see that?

20 **A. I do.**

21 Q. "Pursuant to our brief telephone  
22 conversation... this written request is made to  
23 provide you in writing as to what relief my client  
24 seeks and why.

Page 316

1 **A. I see that.**

2 Q. Did several people -- one or more people  
3 collect certain funds as their profit or  
4 commissions?

5 **A. I don't know.**

6 Q. Why don't you know? You're the one that  
7 controlled the money and where it goes to.

8 **A. I did as directed by my client.**

9 Q. Did your client direct you to pay any  
10 commissions or profits?

11 **A. I don't believe so, but I don't know.**

12 Q. Did you pay any money to -- did you pay any  
13 money to Max for coming up with the idea about the  
14 collateral?

15 **A. No.**

16 Q. Did you pay any money from VRC or SAFETY  
17 HOUSE to John Mann?

18 **A. John who?**

19 Q. Mann, M-a-n-n.

20 **A. I don't remember.**

21 Q. Did you pay any money or commissions or  
22 profit to Dick Gray?

23 **A. I don't believe so.**

24 Q. How about Alex Frazer?

Page 315

1 "To date, I have learned that the  
2 other parties involved are Sam Gross, Gary Weiss,  
3 Charlton Holdings Group. I will make no mention of  
4 Manfred Sternberg Esq. or yourself as a party until  
5 I learn of the facts from your response to this  
6 inquiry."

7 Then he goes on to tell Zekaria, "As I  
8 trust you are aware, the parties entered into a  
9 Sale and Purchase Agreement which called for the  
10 delivery of 204,120 iCOVID test kits in  
11 consideration of a payment of \$2,449,440.

12 "VCR transferred the aforesaid funds  
13 to the trust account of Manfred Sternberg Esq.  
14 Mr. Sternberg has advised that he transferred the  
15 funds to your trust account.

16 "Notwithstanding the significant  
17 period of time between the deposit of funds into  
18 the trust account, there has been no delivery of  
19 any product to my client.

20 "However, unfortunately, I understand  
21 several people have collected certain funds as  
22 their profit or commissions. I do hope the  
23 aforesaid is false." (sic)

24 Do you see that?

Page 317

1 **A. I don't believe so.**

2 Q. How about Chris Cortiz?

3 **A. I don't believe so.**

4 Q. How about Bob Keech?

5 **A. I don't believe so.**

6 Q. How about Ruthie Countinho,  
7 C-o-u-n-t-i-n-h-o?

8 **A. I don't believe so.**

9 Q. So it's your testimony none of those people  
10 I just mentioned received any commissions or  
11 broker's fees or profits --

12 **MR. LAVER:** That's what he just said.

13 BY MR. LIGHTMAN:

14 Q. -- from your escrow account?

15 **MR. LIGHTMAN:** Okay.

16 (Brief pause.)

17 **MR. LAVER:** What happened to 2:30?

18 **MR. LIGHTMAN:** I'm done in five  
19 minutes.

20 BY MR. LIGHTMAN:

21 Q. Now, Bill Berman's letter dated March 1 to  
22 Ms. Zekaria, if you look at page 2 of this, Bill  
23 Berman sends her the email of March 1 at 11:25 a.m.

24 Do you see that on page 3, Weiss 324?

80 (Pages 314 to 317)

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<p style="text-align: right;">Page 318</p> <p>1 <b>A. It's on page 2 but yes.</b></p> <p>2 <b>MR. LAVER:</b> The next page.</p> <p>3 <b>MR. SCULLY:</b> It's the next page.</p> <p>4 <b>BY MR. LIGHTMAN:</b></p> <p>5 Q. Page 3. Stop misrepresenting the facts.</p> <p>6 Stick to the facts.</p> <p>7 <b>A. Well, you've done such a good job all day.</b></p> <p>8 Q. Page 3.</p> <p>9 <b>A. The record will show it, too.</b></p> <p>10 Q. Page 3 Berman sends an email to Daphna on</p> <p>11 March 1 at 11:25.</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. The page before that at 1:34 she writes --</p> <p>14 forwards this to you and writes "Please address</p> <p>15 this and copy me per our discussion in as much as</p> <p>16 this has absolutely nothing to do with my client</p> <p>17 and should not be referred to me in any way."</p> <p>18 Do you see that?</p> <p>19 <b>A. I see that.</b></p> <p>20 Q. And then the first page at 5:15 you write to</p> <p>21 Bill, you start out, "Hi, Bill. As I told you on</p> <p>22 the phone, Ms. Zekaria is counsel to the vendor of</p> <p>23 the iCOVID test kits." (sic) Right?</p> <p>24 <b>A. It says what it says, yes.</b></p>	<p style="text-align: right;">Page 320</p> <p>1 <b>A. It's not. It speaks for itself.</b></p> <p>2 Q. He writes, "My client," which is VRC, "has</p> <p>3 made through prior counsel previous demands for the</p> <p>4 return of the funds which were deposited in trust</p> <p>5 and not to be released until a Bill of Lading was</p> <p>6 issued."</p> <p>7 Do you see that at the top of page</p> <p>8 4 --</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. -- of 325? When you write back to him on</p> <p>11 March 1, you don't dispute that. Correct?</p> <p>12 <b>A. I don't know if I needed to.</b></p> <p>13 Q. But you didn't write, hey, that's not true.</p> <p>14 You wrote to me. The funds were deposited in trust</p> <p>15 not to be released until a Bill of Lading was</p> <p>16 issued. That's not true, Bill.</p> <p>17 You didn't write that to him, did you,</p> <p>18 in your March 1st response, did you?</p> <p>19 <b>A. I don't know that I needed to.</b></p> <p>20 Q. But you didn't.</p> <p>21 <b>A. It speaks for itself, doesn't it?</b></p> <p>22 Q. And nowhere in your response do you dispute</p> <p>23 that. Correct?</p> <p>24 <b>A. The contract says otherwise, so I don't need</b></p>
<p style="text-align: right;">Page 319</p> <p>1 Q. So let's go back to this letter.</p> <p>2 You don't dispute in your March 1</p> <p>3 response to him any of the facts about him -- his</p> <p>4 client, VRC, buying the 204,120 COVID test kits or</p> <p>5 making a payment of \$2,449,440 into your trust</p> <p>6 account. Correct? And they never got product.</p> <p>7 Right?</p> <p>8 <b>A. All until the last part. I think they got</b></p> <p>9 <b>product.</b></p> <p>10 Q. Until what last part?</p> <p>11 <b>A. The last part of your question. They got</b></p> <p>12 <b>product.</b></p> <p>13 Q. Right. He said, however, there's been no</p> <p>14 delivery of any product to my client as of March 1.</p> <p>15 <b>A. I believe there has been now.</b></p> <p>16 Q. As of March 1 --</p> <p>17 <b>A. I don't know.</b></p> <p>18 Q. So you don't know that.</p> <p>19 But you didn't dispute that in your</p> <p>20 letter back to him on March 1. You didn't say you</p> <p>21 did get product, did you?</p> <p>22 <b>A. I guess I didn't. It would be in that</b></p> <p>23 <b>email.</b></p> <p>24 Q. Right. But it's not. Right?</p>	<p style="text-align: right;">Page 321</p> <p>1 <b>to dispute it.</b></p> <p>2 Q. Nowhere in your March 1 email to him do you</p> <p>3 dispute that. Correct?</p> <p>4 <b>A. It says what it says.</b></p> <p>5 Q. And it doesn't say that's not correct.</p> <p>6 Right?</p> <p>7 <b>A. Correct. The contract says that.</b></p> <p>8 Q. Thank you. And then it says -- then he</p> <p>9 says, "A brief review of the history of certain</p> <p>10 individuals have led us to" -- "have led our group</p> <p>11 to conclude that this was a fraudulent</p> <p>12 transaction."</p> <p>13 Do you see that?</p> <p>14 <b>A. Yeah.</b></p> <p>15 Q. You don't write back to him anywhere in your</p> <p>16 March 1 letter and say, hey, this isn't a</p> <p>17 fraudulent transaction. Right?</p> <p>18 <b>A. I thought the facts were better to tell him.</b></p> <p>19 Q. You didn't write anywhere in here there's no</p> <p>20 fraud involved, did you?</p> <p>21 <b>A. I will tell you now there was no fraud</b></p> <p>22 <b>involved by me.</b></p> <p>23 Q. You didn't tell Bill Berman on March 1, 2022</p> <p>24 there's no fraud involved. Correct?</p>



<p style="text-align: right;">Page 322</p> <p>1 <b>A. I also didn't tell him I'm from Houston,</b>  2 <b>but --</b>  3 Q. But he wrote -- he didn't say you're from  4 Texas -- you're from Dallas so you didn't need to  5 correct it.  6 He wrote to you and said, "A brief  7 review of the history of certain individuals have  8 led our group to conclude that this was a  9 fraudulent transaction."  10 <b>A. Right. That's what he says.</b>  11 Q. You did not dispute that in your March 1  12 email. Correct?  13 <b>A. Correct. I didn't need to.</b>  14 Q. Wait a minute. Purchaser claims they  15 transferred 2.45 million into an attorney trust  16 account to purchase over 200,000 test kits and that  17 money was not supposed to be released from trust  18 until the purchaser got a Bill of Lading.  19 And that purchaser never received the  20 goods or the required Bill of Lading and that  21 purchaser demanded the return of his money and the  22 purchaser didn't get back his money or the goods  23 and that purchaser thinks this transaction was a  24 fraudulent transaction.</p>	<p style="text-align: right;">Page 324</p> <p>1 Manfred Sternberg, Manfred Sternberg &amp; Associates  2 PC, Daphna Zekaria and Sokolski &amp; Zekaria?  3 <b>MR. LAVER:</b> I've never seen this  4 before.  5 <b>BY MR. LIGHTMAN:</b>  6 Q. Mr. Sternberg, is this a copy of the  7 Complaint that was filed against you and your law  8 firm and others?  9 <b>A. Is this what I just got served with?</b>  10 Q. No. This was filed April 1, 2002.  11 <b>A. No, I've not seen it, although I've talked</b>  12 <b>to David Schrader.</b>  13 Q. Who is who? The attorney for the plaintiff.  14 Right?  15 <b>A. Yes.</b>  16 Q. Do you have an attorney in this lawsuit?  17 <b>A. No. I didn't know there was a lawsuit</b>  18 <b>against me.</b>  19 Q. Does it indicate Manfred Sternberg?  20 <b>A. It sure does.</b>  21 Q. So you don't have any representation in this  22 suit?  23 <b>A. Well, you have to get served in Texas with a</b>  24 <b>lawsuit before you have to --</b></p>
<p style="text-align: right;">Page 323</p> <p>1 Where have I heard that pattern of  2 conduct before?  3 <b>A. That's what your lawsuit is about.</b>  4 Q. Exactly.  5 <b>A. I dispute that also. Do I need to say that</b>  6 <b>right now?</b>  7 Q. Exactly.  8 <b>A. All right. Are you finished?</b>  9 Q. One more, one more document.  10 <b>A. This five minutes is the longest five</b>  11 <b>minutes. I'm going to miss my flight.</b>  12 Q. No, you won't. This is the last document  13 because I'll ask you to stipulate to that.  14 <b>MR. LIGHTMAN:</b> 39.  15 (Exhibit Sternberg 39 was marked for  16 identification.)  17 <b>MR. LIGHTMAN:</b> This is for my closing.  18 <b>MR. LAVER:</b> This is not going to a  19 jury and you know it. This case is a joke.  20 <b>THE WITNESS:</b> I see Exhibit 39.  21 <b>MR. LIGHTMAN:</b> Will counsel stipulate  22 that Exhibit 39 is a true and correct copy of the  23 New York State Court lawsuit filed by Nail &amp; Beauty  24 against VRC, including Defendants Charlton, Gross,</p>	<p style="text-align: right;">Page 325</p> <p>1 Q. Is that what you were served with?  2 <b>A. I don't know.</b>  3 Q. Can you take it out?  4 <b>A. I'm asking you.</b>  5 Q. I don't know. I don't know what you were  6 served.  7 <b>A. Yeah, but I don't recognize this. That one</b>  8 <b>said US District Court. So I guess --</b>  9 Q. It's something different. Okay.  10 So you were never served with this. I  11 got you.  12 <b>MR. LIGHTMAN:</b> We're done. Okay.  13 <b>COURT REPORTER:</b> Counsel, will you be  14 ordering a copy of the transcript?  15 <b>MR. HEALEY:</b> Can I get your info and  16 let you know?  17 <b>COURT REPORTER:</b> I can email you.  18 <b>MR. LAVER:</b> I get a copy. Right?  19 It's my client.  20 <b>MR. LIGHTMAN:</b> If you want to pay for  21 it, yeah.  22 <b>MR. LAVER:</b> Well, I need a full copy,  23 yes.  24 <b>MR. LIGHTMAN:</b> He's opposing counsel</p>

<p style="text-align: right;">Page 326</p> <p>1 and I can vouch for him.</p> <p>2 We agreed that if we need to bring</p> <p>3 Mr. Sternberg back for additional deposition</p> <p>4 testimony, Mr. Laver and I will work out in a</p> <p>5 mutually-agreeable arrangement which will include</p> <p>6 no more than an hour and a half, but he thinks it's</p> <p>7 less, and which will also include the right to have</p> <p>8 Manfred testify virtually. Correct?</p> <p>9 <b>MR. LAVER:</b> Fair. We're off the</p> <p>10 record.</p> <p>11 (Witness excused.)</p> <p>12 (Deposition adjourned at 4:05 p.m.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 328</p> <p>1</p> <p>2 INSTRUCTIONS TO WITNESS</p> <p>3</p> <p>4</p> <p>5 Please read your deposition over carefully</p> <p>6 and make any necessary changes. You should assign</p> <p>7 a reason in the appropriate column on the errata</p> <p>8 sheet for any change made.</p> <p>9 After making any change which has been</p> <p>10 noted on the following errata sheet, along with the</p> <p>11 reason for any change, sign your name to the errata</p> <p>12 sheet and date it.</p> <p>13 You are signing it subject to the changes</p> <p>14 you have made in the errata sheet, which will be</p> <p>15 attached to the deposition. You must sign in the</p> <p>16 space provided.</p> <p>17 Return the original errata sheet to the</p> <p>18 deposing attorney within thirty (30) days of</p> <p>19 receipt of the transcript by you.</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 327</p> <p>1 - - -</p> <p>2 CERTIFICATE</p> <p>3 - - -</p> <p>4 I do certify that I am a Notary</p> <p>5 Public in good standing for the Commonwealth of</p> <p>6 Pennsylvania; that the aforesaid testimony was</p> <p>7 taken before me, pursuant to notice, at the time</p> <p>8 and place indicated; that said deponent was by me</p> <p>9 duly sworn to tell the truth, the whole truth and</p> <p>10 nothing but the truth; that the testimony of said</p> <p>11 deponent was correctly recorded in machine</p> <p>12 shorthand by me and thereafter transcribed</p> <p>13 under my supervision with computer-aided</p> <p>14 transcription; that the deposition is a true</p> <p>15 and correct record of the testimony given by</p> <p>16 the witness; and that I am neither of counsel</p> <p>17 nor kin to any party in said action, nor</p> <p>18 interested in the outcome thereof.</p> <p>19</p> <p>20</p> <p>21 <u>/s/ JOANNE ROSE</u></p> <p>22 Registered Merit Reporter</p> <p>23 Notary Public</p> <p>24 My commission expires August 24, 2026</p>	<p style="text-align: right;">Page 329</p> <p>1 - - -</p> <p>2 ERRATA</p> <p>3 - - -</p> <p>4</p> <p>5 PAGE LINE CHANGE</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p>

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ACKNOWLEDGEMENT OF DEPONENT

1  
2  
3 I, \_\_\_\_\_ do  
4 hereby certify that I have read the foregoing  
5 pages, \_\_\_\_\_, and that the same is a  
6 correct transcription of the answers given by  
7 me to the questions therein propounded,  
8 except for the corrections or changes in form  
9 or substance, if any, noted in the attached  
10 Errata Sheet.  
11

12 \_\_\_\_\_  
13 Date  
14

15 \_\_\_\_\_  
16 Signature  
17

18 Subscribed and sworn to before me this  
19 \_\_\_\_\_ day of \_\_\_\_\_, 2024  
20

21 My Commission expires:  
22 \_\_\_\_\_  
23 Notary Public  
24

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